



city commission agenda

Regular Meeting

April 24, 2017

3:30 p.m.

Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Pete Weldon

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 website at cityofwinterpark.org.

meeting procedures

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

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

agenda

1 Meeting Called to Order

2 Invocation Dr. James Doggette, Patmos Chapel Seventh-Day Adventist Church Pledge of Allegiance

3 Approval of Agenda

4 Mayor's Report

***Projected Time**
***Subject to change**

- a. 2017 Historic Preservation Board awards

15 minutes

5 City Manager's Report

***Projected Time**
***Subject to change**

- a. Preview – "We Are Winter Park" short film

5 minutes

6 City Attorney's Report

***Projected Time**
***Subject to change**

7	Non-Action Items	*Projected Time *Subject to change
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Approve the minutes of April 10, 2017. b. Approve the following purchases, contracts, and formal solicitations: <ul style="list-style-type: none"> 1. PR161913 to Brown & Brown of Florida, Inc. for 2017-2018 Insurance Premiums; \$308,239. 2. Purchase of Yale Veracitor Pneumatic Tire Forklift from MacKinnon Equipment & Services; \$89,795.70; and authorize the Mayor to execute agreement. 3. Second and final renewal of IFB-12-2011 with Integrated Systems of Florida, Inc. - Electronic Security, Access & Monitoring for Water Plants; \$10,359.58. 4. Contract with Anixter, Inc., IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. 5. Contract with Electric Supply of Tampa, IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. 6. Contract with Gresco Utility Supply, Inc., IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. 7. Contract with Irby Utilities, IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. 8. Contract with Tri-State Utility Products, IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. 9. Contract with Wesco Distribution, Inc., IFB-8-2017 - Electric Utility Materials; and authorize the Mayor to execute the contract. c. Authorize staff to sell the property located at 1111 W. Fairbanks Avenue minus the land needed for additional roadway right-of-way along Fairbanks Avenue. d. Approve the execution of the HuntonBrady Architects agreement, with such changes as may be required upon the final review and approval by the City Attorney. e. Approve the FY 2017 budget amendments for Water & Sewer, CRA, Capital Fund and Building Department. 	5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. 301 W. Comstock NOD offers b. Community Paramedicine Program – Fire Rescue 	10 minutes 20 minutes

11 Public Hearings	*Projected Time *Subject to change
a. Ordinance – Relating to Communications Facilities (2)	5 minutes
b. Resolution – Approving a Party Membership Agreement and its incorporated interlocal agreement, in order to join the Florida Resiliency and energy District’s Property Assessed Clean Energy (PACE) Program	5 minutes
c. <u>Request of Deshpande, Inc.:</u> - Subdivision approval to divide the properties at 839/841/851 West Canton Avenue into four single family lots, zoned R-1A.	15 minutes
d. Ordinance – Authorizing a revolving line of credit not to exceed \$8,000,000 with SunTrust Bank or an affiliate to finance working capital needs of the City’s electric utility system and to pay the costs of such line of credit (1)	15 minutes
e. Ordinance – Amending the Comprehensive Plan and Chapter 58, “Land Development Code”, Article I, “Comprehensive Plan” to adopt a new City of Winter Park Comprehensive Plan, Goals, Objectives and Policies document, substituting for the current 2009 Comprehensive Plan adopted on February 23, 2009 (2)	60 minutes
12 City Commission Reports	*Projected Time *Subject to change
a. Commissioner Seidel b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner Weldon e. Mayor Leary	10 minutes total

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 agenda item

item type	Mayor's Report	meeting date	April 24, 2017
prepared by department division	Brooks Weiss Planning and Development	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Historic Preservation Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Investment in Public Assets & Infrastructure <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety		

subject

Presentation of the 2017 Historic Preservation Awards of Experience

motion | recommendation

Approve and commend the Recipients for their hard work and dedication to preserving the history and heritage of Winter Park.

background

The HPB nominated three (3) candidates in each of the four (4) categories of:

1. Excellence in Residential Renovation
2. Excellence in Commercial Renovation
3. Excellence in Adaptive Reuse
4. Exceptional Individual, making notable contribution/achievement to Historical Preservation in Winter Park

And selected these buildings and individual for the awards:

1. Excellence in Residential Renovation- Geer-Van den Berg House @ 138 Detmar Drive
2. Excellence in Residential Renovation- Maher Home @ 616 Seminole Drive
3. Excellence in Commercial Renovation- Woman's Club of Winter Park @ 419 S. Interlachen Avenue

alternatives | other considerations

None

fiscal impact

None

REGULAR MEETING OF THE CITY COMMISSION
April 10, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Rev. Alison Harritty, St. Richards Episcopal Church, followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Pete Weldon

Also present:

City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Kurt Ardaman

Approval of the agenda

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Weldon and carried with a 5-0 vote. (Two items were pulled on April 7 – Consent Agenda 'e' and Public Hearing 'd').

Mayor's Report

No report.

City Manager's Report

City Manager Knight reported that this is Water Conservation Awareness Month.

Commissioner Cooper asked about the meeting with the post office. City Manager Knight stated they are still trying to schedule this.

City Attorney's Report

Attorney Ardaman asked what action the Commission wanted to take on the drone ordinance because of the Senate in-house bill that will probably pass. There was a consensus to pull this from the agenda for now until they hear from the State level.

Non-Action Item

a. Presentation – FDOT Active Arterial Management (AAM) Program

Butch Margraf, Public Works Traffic Engineer introduced Jim Stroz, District Five, FDOT, District Traffic Operations Engineer, who provided a presentation regarding this program currently being implemented along 17-92. He summarized their current practice to re-time coordinated traffic signals every 3 years and how to account for incidents, the impact of the I-4 Ultimate project, the programming, the construction, operations, how they assist local agencies, the challenges they face,

the current status, and their new RTMC that is to open in 2018. Mr. Stroz answered questions of the Commission.

Consent Agenda

- a. Approve the minutes of March 27, 2017.
- b. Approve purchase: PR161820 to Asphalt Paving Systems, Inc. for micro-surfacing various roads; and authorize the Mayor to execute piggyback contract (Polk County Contract #15-601); \$121,555.65.
- c. Appoint Kyle Dudgeon, CRA Manager as the alternate to SSNOCWTA to replace Abby Gulden.
- d. Approve a renewal of the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2017 between the Winter Park Police Department and the Sheriff of Orange County.

Motion made by Commissioner Sprinkel to approve the Consent Agenda; seconded by Commissioner Weldon and carried unanimously with a 5-0 vote. No public comments were made.

Action Items Requiring Discussion

- a. Appointment of Vice Mayor

Mayor Leary nominated Commissioner Weldon; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. No public comments were made.

- b. Sale of 301 W. Comstock Avenue

Planning Director Dori Stone addressed what has taken place to this point with this property, the Notice of Disposal, and the zoning. She reported the two offers received: Winter Park Redevelopment Agency LTD for \$425,000; and Rowland & Company LLC for \$370,000. She stated the appraisal received was for \$450,000.

She stated the NOD only required a concept plan to show if the lot layout could be worked through; it was not a site plan so whoever obtains the property will have to go through the public hearing process for conditional use approval. She reported that both plans showed development of the site with four units with one showing parking spaces that could be reinvested back to the Lyman Avenue townhouses if the owners were willing to pay for those. She stated staff is looking at this as price only and no special conditions were made in the NOD. She stated the Commission is not required to choose a buyer or move forward this evening but if it goes forward they will bring back an ordinance to transfer the property.

Commissioner Cooper inquired if we could ask both applicants if they are willing to meet the appraised value. It was clarified that this can be done. Commissioner Sprinkel agreed that the offers should meet the appraised price. Commissioner

Weldon stated he agreed with accepting the higher bid and not to wait. Commissioner Seidel expressed his preference not to sell the property.

After further discussion, **motion made by Mayor Leary to accept both offers and that staff negotiate with both parties by close of business on Friday; seconded by Commissioner Sprinkel.**

Commissioner Cooper summarized the concerns expressed to her from residents in the area regarding the shared ingress/egress off Lyman Avenue with an office building, wanting to save the four trees along the west side of the lot, and to make sure they do not have any commercial property on the residential site. Mayor Leary clarified that they have already agreed that any application that the Commission will consider will not negatively affect any previously approved properties.

No public comments were made.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Public Hearings:

a. Request of Deshpande, Inc.:

Attorney Ardaman read both ordinances by title. This was a simultaneous public hearing.

ORDINANCE NO. 3073-17: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO LOW DENSITY RESIDENTIAL ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

ORDINANCE NO. 3074-17: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. Second Reading

Attorney Ardaman read both ordinances by title. No public comments were made.

Motion made by Commissioner Cooper to adopt the comprehensive plan ordinance (including all conditions); seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel,

Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Motion made by Commissioner Cooper to adopt the zoning ordinance; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

- b. Request of Z Properties Group: Subdivision or lot split approval to divide the property at 200 Oakwood Way, zoned R-1AA, into two single family building lots

Planning Manager Jeff Briggs explained the request for a subdivision or lot split; the approval of the Planning and Zoning Board in November based as originally platted (lots 3 and 6) and including the vacated right-of-way of Champion Circle; and the lot sizes in the neighborhood. He addressed the 1936 vacation of Champion Circle and two neighborhood meetings held where they tried to find common ground between the parties as to whether any private access rights still remain to the neighbors in the immediate area. He clarified they are not disputing the neighboring property owners ownership to the property only that private easement rights may or may not exist.

Mr. Briggs spoke about the litigation filed causing the City to delay this public hearing at the last meeting and that this has been re-advertised and re-noticed for this evening's public hearing. He stated this still comes as a recommendation for approval from the P&Z because it meets and exceeds the R-1AA criteria and the standard in the immediate neighborhood. He stated if the Commission approves this request, the following conditions were recommended by the City Attorney:

1. The City Commission's decision to grant the lot split is not an adjudication of the easement interests claimed by owners of other lots within the subdivision or any other third party concerning the subject property or the area shown on the subdivision plat as Champion Circle. The lot split approval is granted subject to any third party easement rights over, under and through the subject property as such may exist or be legally adjudicated. It is the property owners' and applicant's responsibility to comply with the legal requirements of any easements and to not interfere with easement rights of others to the extent they exist. The future approval or issuance of any permits or development orders by the City for the subject property shall not alter the property owners' and applicant's responsibilities in this regard.
2. The property owners and applicant assume any and all risk arising out of or in any way related to proceeding with development of the subject property given the disputed issues concerning Champion Circle and asserted easement rights of third parties.
3. No City permits will be granted that will impact or change the area known as "Champion Circle" until the later of (1) the end of the time frame within which third parties have rights to challenge this lot split approval in the courts, and (2) the

conclusion of the litigation that now exists involving Champion Circle and any litigation that may result from this lot split approval, including any appeals, and (3) the result of the foregoing litigation is such that issuance of such City permits will not authorize construction or demolition that is inconsistent with the final court rulings.

Attorney Ardaman answered questions regarding the proposed conditions. Mr. Briggs stated there are no other issues with the property that do not meet the criteria for a lot split. It was clarified that the neighbors are not questioning the ownership of this portion of Champion Circle to the adjoining property; but only their easement rights through it. Mr. Briggs clarified that the fee simple ownership of this property meets the size requirements for a lot split.

Motion made by Commissioner Weldon to approve the lot split with the City Attorney's three conditions and the Planning and Zoning Board conditions and to add to condition #3 at the end to say: "or a settlement of all the litigants" (as suggested by Attorney Ardaman); seconded by Commissioner Seidel.

Bruce Rogers, 241 E. Fawsett Road, asked that the courts first decide this before making a decision and that property owners should be able to do what they need to do with their property to a large extent.

Applicant Ira Kitograd spoke in support of the request and that it meets/exceeds requirements.

Scott Frazier, 125 E. Jefferson Street, Orlando, representing the property owners spoke in favor of the request to split the lot.

Nicolas Pope, 2200 W. Fawsett Road, asked to either defer this request or deny it but agreed with the conditions of the City Attorney if the Commission approves the request.

After comments regarding setbacks, **motion amended by Commissioner Seidel that the developer comes back for Commission site plan approval once the legal issue is resolved for approval (prior to building permit process); seconded by Commissioner Cooper.**

Commissioner Cooper expressed concerns with condition #3 and was not comfortable making a decision until the legal issue is resolved. **Motion made by Commissioner Cooper to table this until such time as the legal issue is resolved.** After discussion regarding condition #3, Mr. Kitograd stated that the conditions are acceptable to him. **Motion to table failed for lack of a second.**

Upon a roll call vote on the amendment, Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.

Upon a roll call vote on the main motion to approve the lot split with the City Attorney's three conditions and the Planning and Zoning Board conditions and to add to condition #3 at the end to say: "or a settlement of all the litigants" (as suggested by Attorney Ardaman and agreed to by the applicant), Mayor Leary and Commissioners Seidel, Cooper and Weldon voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

Public Comments (items not on the agenda):

Kim Allen, 1800 W. Fawsett Road, addressed concerns with apartment buildings affecting her property values. She also asked not to sell the old bowling alley property on Fairbanks until there is a plan because of wanting to expand the park.

Recess

A recess was taken from 5:16 – 5:31 p.m.

- c. RESOLUTION NO. 2182-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT IN ORDER TO JOIN THE FLORIDA GREEN FINANCE AUTHORITY'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Kris Stenger, Building Department, explained a second agreement that he sent to the Commissioners on Friday that was not part of the packet for another provider that he hoped could also be approved this evening. He spoke about the City having three financing agreements active in Winter Park through the provider. It was clarified that the second agreement will be on the next agenda.

Motion made by Mayor Leary to adopt the resolution; seconded by Commissioner Weldon.

Devesh Nirmul, Renew Financial, 430 3rd Avenue N. St. Petersburg, Florida of the Florida Green Finance Authority, spoke in favor of the resolution and agreement.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

- d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES; AMENDING CHAPTER 40, ARTICLE IV OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR USE AND CONSTRUCTION OF CITY-

OWNED STRUCTURES AND REAL PROPERTY FOR SITING OF COMMUNICATIONS FACILITIES, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND CITY AUTHORITY, AND REQUIRING PAYMENT OF CERTAIN FEES BY PASS-THROUGH PROVIDERS FOR USE OF THE RIGHTS-OF-WAY; AMENDING CHAPTER 58, ARTICLE VII OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING CITY APPROVAL OF COMMUNICATION TOWERS AND ANTENNAS, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND ADMINISTRATIVE APPROVAL OF CERTAIN FACILITY MODIFICATIONS AND ANTENNA CO-LOCATIONS; PROVIDING FOR AUTHORIZATION OF CITY STAFF, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Budget Manager Peter Moore provided comments concerning the ordinance and asked that this be approved before the Legislative session is finished so comments can be added for second reading. City Manager Knight explained that the State Legislation would take away the City's right to regulate this and set the rules which is why the City is adopting this ordinance.

Motion made by Commissioner Cooper to accept the ordinance on first reading with the deletion of the "City Manager or' on page 9 of the ordinance (f)(2); seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 62 CONCERNING OFFENSES AND MISCELLANEOUS PROVISIONS BY CREATING ARTICLE IX RELATING TO DRONE REGULATIONS AND PRIVACY PROTECTIONS AND CREATING SECTION 62-196 REGARDING DRONE RESTRICTIONS AND REGULATIONS; PROVIDING DEFINITIONS, PROHIBITIONS, PENALTIES, AND REGULATIONS FOR THE USE OF DRONES GENERALLY AND AT PUBLIC GATHERINGS; PROVIDING FOR INDIVIDUAL PRIVACY PROTECTIONS AGAINST THE IMPROPER OR ILLICIT UTILIZATION OF DRONES INCONSISTENT WITH FLORIDA LAW AND THIS ORDINANCE; PROVIDING LIABILITY INSURANCE REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, IMPLEMENTATION, AND AN EFFECTIVE DATE First Reading

This was pulled from the agenda.

- f. Fee Schedule to be effective April 11, 2017

Finance Director Wes Hamil presented the fee schedule and increases made to tennis fees (that have not been changed since 2010) and utility increases.

Discussion ensued that the utility fees should be presented to the Utilities Advisory Board and the tennis fees should go through the Parks Board and that the public should be notified of increased tennis fees.

Motion made by Mayor Leary to approve the fee schedule as presented; seconded by Commissioner Cooper. Upon a roll call vote, Mayor Leary and Commissioner Seidel voted yes. Commissioners Sprinkel, Cooper, and Weldon voted no. The motion failed with a 3-2 vote.

It was clarified that after the fees are presented to the UAB and the Parks Board and after determining other comparable tennis fees with similar facilities in the area, that this will be brought back at a later time.

City Commission Reports:

a. Commissioner Seidel – Spoke about the Utilities Advisory Board needing members appointed. Mayor Leary stated that will take place in May.

He spoke about meeting with Duke Energy, FDOT, and staff today about undergrounding on Fairbanks and that the Duke bid package contains things they want the FDOT to review to either agree to or make recommendations to; an item the contractors are bidding without a set of plans is the maintenance of traffic. Mayor Leary stated he appreciated Commissioner Seidel's interest but that staff needs to be driving this and if they need assistance from the City Commission they can ask but that things of this nature needs to go through the City Manager.

b. Commissioner Sprinkel – Spoke about the Science Center exhibit invite for April 21, the superb Dinner on the Avenue event, and that a great public servant was lost with Frank Atkinson from Kissimmee who was hit from behind on his bicycle. She addressed the importance to keep looking at that (and at Cady Way) to continue to make our community safer.

c. Commissioner Cooper – Asked that a comprehensive plan work session be held with whoever can make a meeting next week before this comes before them.

d. Commissioner Weldon – Spoke about the history of reported crime in the City relative to the budget over the last 16 years. He asked the City Manager to review alternative spending on techniques and technology with Chief Deal and his staff to help reduce reported crime. After comments, Chief Deal will provide something as part of the police department budget process.

e. Mayor Leary – No report.

The meeting adjourned at 6:10 p.m.

ATTEST:

Mayor Steve Leary

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	April 24, 2017
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Brown & Brown of Florida, Inc.	PR161913 – 2017-2018 Property Insurance Renewal	Total expenditure included in approved FY17 budget. Amount: \$308,239	Commission approve PR161913 to Brown & Brown of Florida, Inc. for 2017-2018 Insurance Premiums.
A formal solicitation was issued to award this contract.				
2.	MacKinnon Equipment & Services	Yale Veracitor Pneumatic Tire Forklift	Total expenditure included in approved FY17 budget. Amount: \$89,795.70	Commission approve purchase of Yale Forklift and authorize the Mayor to execute agreement.
A quote was obtained for this purchase which determined a formal solicitation needed to be issued. A solicitation was issued for a period of 30 days, with one response for \$113,850. The bid response was higher than the previous quote received, therefore is deemed to be most advantageous to procure the Forklift from MacKinnon Equipment & Services.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
3.	Integrated Systems of Florida, Inc.	Second and Final Thirty-Six (36) Month Renewal of IFB-12-2011 – Electronic Security, Access & Monitoring for Water Plants	Total expenditure included in approved FY17 budget. Amount: \$10,359.58	Commission approve the Final Renewal of IFB-12-2011 with Integrated Systems of Florida, Inc.
A formal solicitation was issued to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract.

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
4.	Anixter, Inc.	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Anixter, Inc. and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				

	vendor	item background	fiscal impact	motion recommendation
5.	Electric Supply, Inc.	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Electric Supply of Tampa and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				
6.	Gresco Utility Supply, Inc.	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Gresco Utility and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				
7.	Irby Utilities	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Irby Utilities and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				
8.	Tri-State Utility Products, Inc.	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Tri-State Utility Products and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				
9.	Wesco Distribution, Inc.	IFB-8-2017 – Electric Utility Materials	Total expenditure included in approved FY17 budget. Amount: As-Needed Basis	Commission approve contract with Wesco Distribution, Inc. and authorize Mayor to execute the contract.
A formal solicitation was issued to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract



city commission agenda item

Item type	Consent Agenda	meeting date	April 24, 2017		
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/> City Manager		
department	City Manager		<input checked="" type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N/A		
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no		<input checked="" type="checkbox"/> N/A	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

Authorize staff to sell the property located at 1111 W. Fairbanks Avenue.

motion | recommendation

Authorize staff to sell the property at 1111 W. Fairbanks Avenue minus the land needed for additional roadway right of way along Fairbanks.

Background

The City acquired the bowling alley property located at 1111 W. Fairbanks Avenue in 2016 for \$2.9 million. One million dollars came from the CRA and \$1.9 million from General Fund Reserves. The primary purpose of the acquisition was to provide the right of way needed to expand that section of Fairbanks Avenue with an extended turn lane. At the time the Commissioners were not in agreement on the ultimate use of the remainder of the property and deferred that decision until later.

At the CRA work session on April 10, 2017 the majority of the Board agreed that the City and CRA should sell the property after carving off the amount needed for the right of way.

alternatives | other considerations

Retain the property.

fiscal impact

The net proceeds from the sale would be allocated back to the CRA and General Fund Reserves in the same proportion that made up the initial purchase.



city commission agenda item

Item type	Consent Agenda	meeting date	April 24, 2017		
prepared by	Troy Attaway, Lena Petersen	approved by	<input checked="" type="checkbox"/> City Manager		
department	Public Works		<input checked="" type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N/A		
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input checked="" type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

Execute Agreement with HuntonBrady Architects for design of the new library, event center and parking garage; amount \$2,410,763; PR 161845.

motion | recommendation

Approve execution of the HuntonBrady Architects Agreement, substantially in the form attached with such changes as may be required, upon the final review and approval by the City Attorney.

Background

In May 2016, HuntonBrady Architects was selected by committee (RFQ-9-2016) as the best qualified firm for signature architectural design of the new library, events center, and parking garage.

The Pizzuti Companies, Winter Park's Owners' Representative, has negotiated design services based upon a total budget cap of \$30 million (\$27.5 Bonds, \$2.5 Library) as instructed by Commission at March 13, 2017, regular meeting.

City Staff has received input expressing the desire for a high-quality, distinctive building and further understands that the building will not be as large as originally suggested in the 2015 Task Force reports in order to meet this budget.

fiscal impact Described above.

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AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «» day of «» in the year «**2017**»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Winter Park»«»
«401 S Park Avenue »
«Winter Park, FL 32789»
«»

and the Architect:
(Name, legal status, address and other information)

«HuntonBrady Architects»«»
«800 N. Magnolia Avenue, Suite 600
Orlando, FL 32803»
«Telephone Number: 407-839-0886»
«Fax Number: 407-839-1709»

for the following Project:
(Name, location and detailed description)

A new Winter Park Public Library, Event Center and Parking Garage to be located at approximately the location of the existing Civic Center located at 1050 W. Morse Blvd, Winter Park FL 32890

The Owner has retained the services of an Owner Representative ("OR") for the Project to act on its behalf as described in the Agreement. Owner's Representative, Pizzuti Solutions, LLC, 629 N. High St. Suite 500, Columbus, Ohio 43215

The Construction Manager (if known):
(Name, legal status, address and other information)

«TBD »«»
«»
«»
«»

The Owner and Architect agree as follows.

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«A Library and Event Center with approximately 53,500 GSF and a 220 Car Parking Structure »

Insert: See Exhibit A (Program)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project shall be located in the northwest corner of Martin Luther King Jr. Park in approximately 5 acres nestled between W. Morse Blvd. on the north, Harper St. on the west and the man-made ponds on the southeast side. There are two subsurface soil exploration and geotechnical engineering evaluation reports, both by Ardaman and Associates Inc. labeled #15-6356 and dated May 18, 2015 and the other labeled 16-6365 and dated May 16, 2016.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Construction hard costs are anticipated to be approximately 21 million dollars with an FFE budget of approximately 2.2 million dollars. The fee however has been negotiated as a lump sum based on effort and the above-mentioned estimated construction costs are for reference only.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

«The anticipated start of design shall be no later than May 2017. A design schedule is to be developed by the Architect and this will be further refined once a Construction Manager has been selected and has had a chance to provide a project schedule. »

2 Commencement of construction:

The start of Construction is anticipated to be 2018. This milestone shall be revisited once a Construction Manager has been retained and has provided a project schedule.

.3 Substantial Completion date or milestone dates:

«The anticipated date of substantial completion is to be determined

.4 Other:

« »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[«X»] AIA Document A133–2009, Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[«»] AIA Document A134–2009, Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

A Construction Manager has yet to be selected. To provide as much schedule flexibility as possible, the design team shall anticipate or plan for an early site/foundation/steel package.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

«The design team is expected to design using best practices for sustainable principles to maximize long term operating value while reducing operational and maintenance costs. This project is not anticipated to be formally LEED accredited, however the goal shall be to reach a similar or equal sustainable design outcome as LEED "Silver" as a minimum, utilizing USGBC's scoring metrics. »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Pizzuti Solutions, LLC »

«»

«»

«»

«»

§ 1.1.9 The persons or entities, in addition to the Owner's Representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

1. Lena Peterson, Project Manager
City of Winter Park, FL
401 Park Avenue South
Winter Park, FL 32789

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2. Construction Manager, to be determined

«Pizutti to Insert »

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Owner's Representative:

«The Owner's Representative will serve as the Owner's authorized representative, acting in the best interest of the Owner, on the Project and at the applicable Worksite and will be fully acquainted with each Project, pursuant to the Professional Services Contract dated November 30, 2016, between the City of Winter Park, Florida and Pizzuti Solutions, LLC »

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N.A.

- .3 Land Surveyor:

TBD, to be contracted by Owner

- .4 Geotechnical Engineer:

Ardaman & Associates Inc.
8008 S. Orange Avenue
Orlando, Florida 32809

- .5 Civil Engineer:

GAI Consultants, Inc.
618 E South Street
Orlando, FL 32801

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Construction Manager: To Be Determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

«Maurizio Maso, PIC»

Susan Pendergraft, PM
Hunton Brady Architects
«800 N. Magnolia Avenue, Suite 600
Orlando, FL 32803»
«Telephone Number: 407-839-0886»
Fax Number: 407-839-1709
«Email Address: mmaso@huntonbrady.com»

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

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§ 1.1.12.1 Consultants retained under Basic Services:

.1 Design Architect,

Adjaye Associates, Architects P.C.
415 Broadway, 3rd Floor
New York City, NY 10013

.2 Structural Engineer:

TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801

.3 Mechanical, Electrical, Plumbing, Fire Protection Engineer:

TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801

§ 1.1.12.2 Consultants retained under Additional Services:

«»	
Civil Engineering	Land Design
Landscape Architecture	Land Design
Wayfinding Signage	Land Design
Acoustical Engineering	Seibein
Lighting Design	Tillotson
Food Services	Food Services, Inc.
Parking Garage Consultant	Tim Haas
Cost Estimator	Cumming
Envelope Consultant	Thornton Tomasetti
Audio Visual Consultants	TLC Engineering for Architecture
Security Systems	TLC Engineering for Architecture

§ 1.1.13 Other Initial Information on which the Agreement is based:

«NA »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 Commercial General Liability (including Premises-Operations, Independent Contractors' Protective Contractual Liability and Broad Form Property Damage, including Explosion, Collapse and Underground Hazards)

«\$1,000,000 per occurrence/\$2,000,000 »aggregate

- .2 Business Automobile Liability

«\$1,000,000 per occurrence/\$1,000,000 general »aggregate

- .3 Workers' Compensation

«Full Statutory Limits as required by the laws of the State in which the Project is located »

- .4 Professional Liability (to be maintained during the term of this Agreement and for 2 years after final completion of the Project.)

«\$2,000,000 per claim/\$2,000,000 annual aggregate »«»«»«»«»

«»«»«»«»

«»«»

«»«»«»«»

§ 2.6.1 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.2 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services as well as other additional engineering and consulting services necessary to design the Project as set forth in this Agreement (See 13.2.3 Exhibit B). In addition, the Architect has engaged David Adjaye, Adjaye Assoc. Architects, P.C. as the Design Architect as an integral part of the Architect's team.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants, but shall not be responsible for overall project coordination. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 At each required design phase submission, the Architect shall prepare and distribute to the Owner and the Owner's Representative a brief written summary of any significant changes to the design scope since the previous submission.

§ 3.1.10 The Architect shall provide a written response within a reasonable period of time to all written comments provided by the Owner, Owner's Representative and Construction Manager. The response should indicate if the Architect agrees or disagrees with the comments and what action, if any will be taken to resolve each individual comment.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written

request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During Construction Documents phase, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner's Representative and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.2.4 The Architect shall provide submittals in a PDF format and an electronic format as specified by the Owner.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare and submit a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, one concept design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's written approval of a preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall provide a cost estimate for the proposed Project.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4. As per section 4.1.25 Not Provided – Reference Only)

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

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§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Architect and Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner, the Owner's Representative and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall exercise its standard of care to incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner, the Owner's Representative and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner, Owner's Representative and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the readily - observable Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and the Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner, Owner's Representative or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Owner reserves the right, but not the obligation, to have the Architect to serve as an initial decision maker to render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections of the readily-observable work to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, and the Owner's Representative, for the review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and the Owner's Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner and the Owner's Representative about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner and the Owner's Representative the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner and/or Owner Representative, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	«Architect»	See 4.2
§ 4.1.2 Programming (B202™–2009)	Owner	See 4.2
§ 4.1.3 Multiple preliminary designs	Architect	See 4.2
§ 4.1.4 Measured drawings	NP	Not Provided
§ 4.1.5 Existing facilities surveys	Architect	Not Provided
§ 4.1.6 Site Evaluation and Planning (B203™–2007)	Architect	See 4.2
§ 4.1.7 Building Information Modeling (E203™–2013)	Architect	See 4.2
§ 4.1.8 Civil engineering	Architect	See 4.2

§ 4.1.9	Landscape design	Architect	See 4.2
§ 4.1.10	Architectural Interior Design (B252™–2007)	Architect	See 4.2
§ 4.1.11	Value Analysis (B204™–2007)	Architect	
§ 4.1.12	Detailed cost estimating (SD, DD)	Architect	See 4.2
§ 4.1.13	On-site project representation (B207™–2008)	Architect	See 4.2
§ 4.1.14	Conformed construction documents	Architect	See 4.2
§ 4.1.15	As-Designed Record drawings	NP	See 4.2
§ 4.1.16	As-Constructed Record drawings	Architect	See 4.2
§ 4.1.17	Post occupancy evaluation	Architect Owner's Rep	See 4.2
§ 4.1.18	Facility Support Services (B210™–2007)	NP	Not Provided
§ 4.1.19	Tenant-related services	NP	Not Provided
§ 4.1.20	Coordination of Owner's consultants	Owner's Rep	See 4.2
§ 4.1.21	Telecommunications/data design	Architect	See 4.2
§ 4.1.22	Security Evaluation and Planning(B206™–2007)	Architect	See 4.2
§ 4.1.23	Commissioning (B211™–2007)	Owner	Not Provided
§ 4.1.24	Extensive sustainable design services	NP	Not Provided
§ 4.1.25	LEED® Certification (B214™–2012)	NP	Not Provided
§ 4.1.26	Historic Preservation (B205™–2007)	NP	Not Provided
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	See 4.2
§ 4.1.28	Master Planning Coordination with the city of Winter Park- Martin Luther King Park	Architect	See 4.2
§ 4.1.29	Wayfinding / Signage	Architect	See 4.2
§ 4.1.30	Lighting Design	Architect	See 4.2
§ 4.1.31	Envelope Consultant	Architect	See 4.2
§ 4.1.32	Audio Visual Consultant	Architect	See 4.2
§ 4.1.33	Acoustical Engineering	Architect	See 4.2
§ 4.1.34	Food Services	Architect	See 4.2
§ 4.1.35	Parking Structure Consultant	Architect	See 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

SERVICE	DESCRIPTION
«§ 4.1.1 Assistance with selection of the Construction Manager	The Design Team will offer assistance in evaluating proposals from different Construction Managers as well as attending Construction Managers presentations.
§ 4.1.2 Programming	The Design Team will be involved in the validation of Final Report of the City of Winter Park by the Library Facility Task Force dated June 22, 2015, which includes space and program needs, relationship diagrams and project vision. (Exhibit A) At this time it is contemplated that the building area will be reduced from the Task Force Report.
§ 4.1.3 Multiple preliminary designs	The Design Team will generate one Early concept preliminary design as part of the pre Schematic Design phase of the project.
§ 4.1.4 Measured drawings	Not Provided
§ 4.1.5 Existing facilities surveys	The Design Team will prepare demolition documents for the existing civic center as dictated by the site evaluation and planning

§ 4.1.6	Site Evaluation and Planning	The Design Team will study and suggest the location for the new Library, Event Center and Parking Garage in coordination with the City of Winter Park.
§ 4.1.7	Building Information Modeling	See E203-2103 (Attached as Exhibit C) (Building Information Modeling and Digital Data Exhibit)
§ 4.1.8	Civil engineering	Civil engineering includes utility, grading, storm water engineering, site permitting and construction administration related to the WP Library as described in proposal. See Civil Engineering proposal attached Exhibit B
§ 4.1.9	Landscape design	Landscape Architecture includes design of hardscape and softscape as well as conceptual lighting and outdoor furniture under the direction of the design architect. Exhibit B See Landscape Design proposal attached
§ 4.1.10	Architectural Interior Design	The Design Team will select colors, finishes and materials associated with interior spaces. The final Construction Documents will include millwork, ceiling, floor and wall details. A color board will be presented to the Owner for final approval
§ 4.1.11	Value Analysis	During Schematic Design and Design Development, the Design Team analyzes the requirements of the project for the purpose of achieving the essential functions at the lowest total costs over the life of the project. The Design Team, CM, and Owner collaborate to evaluate and reconcile the cost estimate as it relates to value and economy, as well as, study alternate solutions of materials, materials, and methods without compromising the functional and value objectives.
§ 4.1.12	Detailed cost estimating (SD, DD)	Architect/Consultant provides a Statement of Probable Cost of the Schematic Design Documents and a Statement of Probable Cost of the Design Development Documents See Cost Estimating Consultant Exhibit B
§ 4.1.13	On-site project representation	The Design Team shall provide On-site Project Representation services for the construction of the building. Services include general site visits during construction to observe the construction progress, installation of buildings materials and systems, and final building finishes. HuntonBrady's representative will visit the site once a week during construction. Adjaye's representative will attend weekly meetings via web conference and visit the site twice a month.
§ 4.1.14	Conformed construction documents	The Construction Documents modified to include any addenda issued during the bidding and negotiating phase. All delta's and clouds identifying addenda revisions are removed.
§ 4.1.15	As-Designed Record drawings	NP
§ 4.1.16	As-Constructed Record drawings	The Design Team will provide as-constructed record drawings incorporating changes from the Final Construction Documents.

§ 4.1.17	Post occupancy evaluation	The Design Team will meet with the users (1 year) post occupancy and conduct a systematic evaluation of opinion of the buildings function, from the perspective of the users and stakeholders. The goal of the evaluation is to improve the building design, performance and fitness for purpose.
§ 4.1.18	Facility Support Services	Not provided
§ 4.1.19	Tenant-related services	Not provided
§ 4.1.20	Coordination of Owner's consultants	The Design Team will coordinate with the Owner's consultants regarding the interface of the Project site and Martin Luther King Park.
§ 4.1.21	Telecommunications/data design	Telecommunications/ Data Design proposal attached. Exhibit B (TLC)
§ 4.1.22	Security Evaluation and Planning	See Security Systems proposal attached. Exhibit B (TLC)
§ 4.1.23	Commissioning	Not provided
§ 4.1.24	Extensive sustainable design services	The Design Team will design using LEED Silver level standards as guidelines, including daylighting studies, to review progress. LEED Certification not provided in scope.
§ 4.1.25	LEED® Certification	Not provided
§ 4.1.26	Historic Preservation	Not provided
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Design Team to provide full FF&E services. Architect to provide FF&E Design during Concept, SD, DD and CD phases in concert with interior design services. Included are plans, sections, elevations denoting materials, outline specification, materials boards, selection, and other illustrative materials, and images. Architect to advise, assist, review submittals and monitor during construction to ensure design intent is met. The Design Team will assist and coordinate an inventory of existing furniture and equipment (FF&E) the City of Winter Park intends to move to the new facility.
§ 4.1.28	Master Planning Coordination with the city of Winter Park- Martin Luther King Park	The Design Team will coordinate the site plan design for the City of Winter Park Library with the City's assigned planner/civil engineer for Martin Luther King Park regarding hardscape, landscape, amenities, and standards
§ 4.1.29	Wayfinding / Signage	Interior and Exterior Signage and Wayfinding See Wayfinding/Signage proposal attached Exhibit B (Land Design)
§ 4.1.30	Lighting Design	Interior and Exterior Lighting Design See Lighting Design proposal attached Exhibit B + Allowance (Tillotson)
§ 4.1.31	Envelope Consultant	Design and Engineering of building envelope See Envelope Consultant proposal attached. (Thornton Tomasetti)
§ 4.1.32	Audio Visual Consultant	See Audio Visual Consultant proposal attached Exhibit B (TLC)

§ 4.1.33	Acoustical Engineering	Consultant provides concept design for architectural acoustics and sound isolation systems, acoustical design guidelines for MEP systems to control noise and vibration, and acoustic design of multi-purpose room. See Acoustical Engineering Consultant Allowance (Seibein)
§ 4.1.34	Food Services	Consultant provides concept design and generic equipment design for food serving areas. Allowance (Food Services, Inc.) and review submittals provided by bidders.
§ 4.1.35	Parking Structure Consultant	Consultant provides planning and design consulting services to assist with parking layout, entry/exit design, ramping system, street connections and controls. Allowance (Tim Haas)»
§ 4.1.36	David Adjaye Design Partnership	David Adjaye as Principal, will lead the design concept, Winter Park Community Presentations and overall design development of the new Project.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official
- .5 ~~Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~ Intentionally Deleted
- .6 ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~ Intentionally Deleted
- .7 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~ Intentionally Deleted
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing (limit 10);
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto, except as otherwise specified;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 ~~Assistance to the Initial Decision Maker, if other than the Architect;~~ Intentionally Deleted
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and

- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 [Intentionally del eted]

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «2» («Two») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «60» («Sixty») visits to the site by the Architect over the duration of the Project during construction
- .3 «3» («Three») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «2» («Two») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «30» («Thirty») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner, working through the Owner's Representative, shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify an Owner's Representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys and as-built information in its possession concerning any structures to remain to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the estimate of the Cost of the Work exceeds the Owner's budget by ten percent (10 %) or less and the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon full payment to the Architect under this Agreement, the Architect shall grant to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service for other projects or works without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law and up to the limits of liability set forth in Section 768.28(5), Florida Statutes, regardless of the basis or type of claim, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's elected and appointed officials, officers, and employees harmless from and against claims, damages, expenses, losses and judgments arising from claims by third parties, including reasonable attorneys' fees, experts' fees and expenses (with attorneys and experts selected by Owner and at all trial and appellate levels) recoverable under applicable law, but only to the extent they are caused by, and limited to the comparative fault of the negligent acts or omissions of the Architect, its employees and its consultants in the performance (including failure to perform as required) of professional services under this Agreement. For purposes of compliance with Florida law, Architect acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. The maximum monetary limit under this section shall be two million five hundred thousand dollars per occurrence, which the Owner and Architect agree bears a commercially reasonable relationship to this Agreement. In the event of a conflict between this subsection and the requirements of law, this subsection shall be severable and survive to the fullest extent possible for the protection of the Owner. This section shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. This is covered in 10.16. Can it be deleted?

§ 8.2 Mediation

§ 8.2.1 As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the

event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.3. Litigation. If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ [«»] Arbitration pursuant to Section 8.3 of this Agreement

☒ [«X»] Litigation in a court of competent jurisdiction

☐ [«»] Other: *(Specify)*

The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the services hereunder shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 [Intentionally Deleted]

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 **Public Records Laws.** The Owner is a Florida municipal corporation subject to the Chapter 119, Florida Statutes, the Public Records Act. While in the possession and control of Architect, at Architect's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act. Architect affirmatively agrees to comply with all “Contractor” provisions of Section 119.0701(2), Florida Statutes. Architect shall allow inspection and copying of such records in accordance with the Public Records Act. Architect shall provide public records in its possession and control to the Owner upon completion of the services as required by the Public Records Act. **IF ARCHITECT HAS**

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Cindy Bonham, City Clerk, City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789; Email CBonham@cityofwinterpark.org; Telephone: (407) 599-3447.

This provision shall survive expiration and termination of this Agreement.

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§ 10.10 Ethics Laws.

- (a) Architect shall not engage in any action that would create a conflict of interest in the performance of the actions of any Owner's officials, officers, employees or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Architect hereby certifies that no officer, agent or employee of the Owner has any material interest (as defined in Section 112.312 (15), Florida Statutes), as over 5% either directly or indirectly, in the business of the Architect to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (b) Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Architect, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability.
- (c) Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the Owner, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the Owner.

§ 10.11 False Claims. If Architect is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Architect, Architect shall be liable to the Owner for an amount equal to such unsupported part of the claim in addition to all costs to the Owner attributable to the cost of reviewing said part of Architect's claim. The Owner and Architect acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Architect agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

§ 10.12 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of the Owner's sovereign immunity protections or of any other immunity, defense or privilege afforded to the Owner or its officials, officers, employees and agents under law.

§ 10.13 Discrimination. Architect, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to the Owner

hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the Architect shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the Owner shall have the right to terminate this Agreement.

§ 10.14 Compliance with Law. The Architect and its employees shall exercise its professional standard of care to observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the services that may be rendered hereto, or to the wages paid by the Architect to its employees. The Architect shall also require, by contract, that all subconsultants and subcontractors shall comply with the provisions of this subsection.

§ 10.15 Licenses. Architect shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for Architect to render its services as described herein. Architect shall also require all subconsultants to comply by contract with the provisions of this subsection.

§ 10.16 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY ARCHITECT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE BY THE ARCHITECT OR BY THE OWNER UNDER THIS AGREEMENT.

§ 10.17 Scope Reduction. Owner shall have the sole right to reduce (or eliminate, in whole or in part) the scope of any service at any time and for any reason, upon written notice to the Architect specifying the nature and extent of the reduction. In such event the Architect shall be fully compensated for the services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the Owner's notification of the reduction. Architect shall also be compensated for the services remaining to be done and not reduced or eliminated on the Project. However, Architect will not be compensated for services not performed or that are eliminated from this Agreement by Owner.

§ 10.18 No Liens. Architect acknowledges and agrees that the real property for which the project is being constructed and the project itself is owned by a municipality, and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the Owner's sovereign immunity protections. Architect and its subconsultants and all others claiming by and through Architect shall not record or file any claims of lien concerning any project, services, work, or any portion thereof. Architect shall indemnify and hold Owner harmless from any and all claims of lien arising out of or concerning this Agreement.

§ 10.19 Non-Appropriation. The parties agree that this Agreement does not constitute a general indebtedness of Owner within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that Architect shall not have the right to require or compel the exercise of ad valorem taxing power of Owner, or taxation of any real or personal property therein for payment of any monetary obligations due or any other obligations under the terms of this Agreement. Regardless of anything to the contrary contained in this Agreement, the Owner's payment and performance of obligations under this Agreement for each and every fiscal year of the Owner's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the Owner's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the Owner, provided that, notwithstanding the foregoing, the Owner shall be responsible for all services requested by the Owner and performed by Architect.

§ 10.20 No Damages Against Owner for Delay. Notwithstanding any other provisions of this Agreement, Architect's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond Architect's and its employees', subconsultants' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the Owner or its officials, officers, employees and agents (or any combination thereof), shall be a

claim for and be limited to an equitable extension of time under this Agreement. Without limiting the foregoing, Architect shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred. In no event shall the Owner's liability under this Agreement exceed the compensation that the Owner is required to pay to Architect for services under Article 11 of this Agreement.

§ 10.21 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party.

§ 10.22 Procurement. The terms and conditions of the Owner's procurement documents for which this Agreement was awarded to Architect are incorporated herein by this reference and made a part hereof as material provisions; however the terms of this Agreement shall control in the event of a conflict between such. Architect represents and warrants that all representations and statements made or submitted in response to Owner's procurement process resulting in the award of this Agreement remain true, correct and accurate.

§ 10.23 Independent Contractor. Architect is not authorized to act as the Owner's agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, either in Architect's relations with subconsultants or subcontractor, or in any other manner whatsoever. Architect shall perform its services as an independent contractor and shall have responsibility for and control over the details of and means for performing the services assigned and shall be subject to the directions of the Owner only with respect to the scope of services and the general results required.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum in the amount of \$1,795,763.00 (See Exhibit D)

The Architect's compensation reflects inclusion of the services of David Adjaye /Adjaye Associates, Architects P.C. As Design Architect. If David Adjaye provides notice that he cannot complete the leadership role as stated in 4.1.36 then Owner and the Architect shall renegotiate for a reduced fee on the remaining work.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Lump Sum in the amount of \$615,000

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Compensation for Additional Services shall be negotiated by the Owner and the Architect at the time of Owner's request for said services. The Architect shall not perform or be required to perform and shall not be entitled to any payment for such Additional Services unless the Owner and Architect execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Architect performing such Additional Services »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten» percent («10» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (« 17.5 »	%)
Design Development Phase	« »	percent (« 22.5 »	%)
Construction Documents Phase	« »	percent (« 35.0 »	%)
Bidding Negotiations		percent (2.5	%)
Construction Phase	« »	percent (« 22.5 »	%)
« »				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«

Hourly Billable Rates
in US Dollars

Job/Class	Rate/Hour
Principal I - David Adjaye (AA)	\$850
Principal II	\$230
Principal I/Director	\$185
Project Manager III	\$170
Project Manager II	\$135
Project Manager I	\$115
Associate Director (AA)	\$250
Project Director (AA)	\$190
Project Architect/Senior Project Coordinator	\$105
Project Architect (AA)	\$150
Architect (AA)	\$130
Architect/Project Coordinator	\$90
Intern Architect/Technician II	\$85
Intern Architect/Technician I	\$75
Architectural Assistant (AA)	\$110
Interior Design Project Manager	\$120
Interior Designer	\$105
Intern Interior Designer II	\$95
Intern Interior Designer I	\$75
Senior Construction Administrator	\$145
Construction Administrator	\$120
Graphic Designer	\$85
Clerical	\$65

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence outside of Orange County, Florida;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Physical Models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on reimbursable expenses;

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero» percent («0» %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

« »

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«NA »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of «Zero» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Payments and disputes concerning requests for payments shall be governed by Florida's Local Government Prompt Payment Act (Chapter 218, Florida Statutes, Part VII). Unless otherwise agreed or the Owner disputes a requested payment, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon Owner's approval of the Architect's invoice. Amounts unpaid «120» («120») days after the invoice date shall bear interest at the rate set forth in Florida's Local Government Prompt Payment Act..

«>><<»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.11 Final Payment. The acceptance by the Architect, its successors, or assigns, of any Final Payment due upon the termination of this Agreement or completion of any Project, shall constitute a full and complete release of the Owner from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Architect, its successors, or assigns have or may have against the Owner under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Architect warrants only that all of the services provided by or on its behalf pursuant to this Agreement will be performed with reasonable care, skill and diligence in accordance with generally and currently accepted design professional principles and practices. This warranty is in lieu of all other warranties, either express or implied. Further, it is understood that when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "assure," "comply," or the like do not constitute a guarantee, but rather a representation based upon Architect's professional opinion or judgment.

§ 12.2 Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence for any claim arising out of or relating to this agreement.»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

1. AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
2. AIA Document E201-2007, Digital Data Protocol Exhibit

«»

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

«»

EXHIBIT A

Final Report of the City of Winter Park Library Facility Task Force dated June 22, 2015
(Including modifications adopted during the program verification phase)

EXHIBIT B

Additional Services Consultant Proposals

EXHIBIT C

AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit

EXHIBIT D

Allowances (Insert)

EXHIBIT E

Certificate of Insurance

EXHIBIT F
Fee Breakdown

This Agreement entered into as of the day and year first written above.

« »

OWNER(Signature)

« »« »

(Printed name and title)

« »

ARCHITECT(Signature)

«Maurizio J. Maso, AIA»«»

(Printed name and title)

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We can provide draft language for these if desired.

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

EXHIBIT C

DRAFT

EXHIBIT D

DRAFT

EXHIBIT E

DRAFT

EXHIBIT F

DRAFT



city commission agenda item

Item type	Consent Agenda	meeting date	April 24, 2017		
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Administrative Services		<input type="checkbox"/>	City Attorney	
division	Budget		<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/>	N/A final vote	
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

FY 2017 Budget Amendments for Water & Sewer, CRA, Capital Fund, and Building Department.

motion | recommendation

Approve the budget amendments as presented.

background

The City Commission is required by Statute to approve any budget amendments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. Three amendments have come forward for approval:

Industrial Waste Surcharges: The Water & Sewer Utility is experiencing increased demand in laboratory services for testing of restaurant grease traps. This has exceeded the budgeted balance for the year. Since surcharges for inspection offset these costs, this is a revenue neutral adjustment. Estimated additional spending for FY 17 is approximately \$67k.

Lakeside Crossings contributed funds to intersection improvements at Morse Blvd. and 17/92, this amendment properly records that contribution and reimburses project budgets appropriately. Total contribution is \$94,500.

The Building Department is seeing record demand for permitting and inspection services. Part-time positions have been added to keep pace with demand. Currently shared use loaner vehicles from Fleet are being used however the daily inspection demand necessitate the purchase of an additional vehicle. As future permitting activity dies down, an older vehicle in the fleet will be sold to offset this addition. The funding of \$30k will provide for one electric SUV and come from funds reserved for enforcement of the building code. These funds must be spent on code enforcement related items and this purchase is eligible.

As preparation is made for upgrading the city's software, a verification and clean-up of the addressing database needs to take place. Funding from restricted Building code enforcement assets will be used to hire part-time contracted labor to complete the update. This will consist of site verifying every address in the city. Estimated cost is \$40k. Permitting revenue has exceeded budgeted expectations this fiscal year due to a few key major redevelopment projects. These revenues can only be used for the enforcement of the building code and this project is eligible.

These amendments if approved by the Commission will become part of the formal FY17 year-end close out process that will adopt all FY17 ammendments by formal ordinance. The amendment requested is attached to this item.

alternatives | other considerations

N/A

fiscal impact

All items either have offsetting revenues or use restricted funds for purchase.

Budget Amendments Requiring Commission Approval
Fiscal Year 2016 - 2017

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
Industrial Waste Surcharges (Effluent Testing)	\$ 67,000	403-0000-343.50-11	Industrial Testing - Inside City Limits	403-2843-536.34-40	Contractual Services	City is experiencing a significant increase in wastewater testing for restaurant grease traps. Revenues from surcharges will offset expenses in laboratory testing.	pending
Lakeside Crossings Developer Contribution to Intersection Improvements	\$ 89,500	104-0000-369.90-10	CRA Misc. Revenue	104-2308-515.01-62	W. Morse Blvd Streetscape	Reflects developer contribution from Lakeside Crossing to intersection improvements at Morse and 17/92. Improvements included left turn phasing, construction reimbursement, crosswalks, and traffic signal mast arms.	pending
	\$ 5,000	301-0000-369.90-10	Capital Project Fund Misc. Revenue	301-0000-539.10-60	Pedestrian and Traffic Signal Upgrades		
Electric Vehicles for Building Inspection	\$ 60,000	001-0000-382.42-11	Building Code Enforcement Restricted Funds	001-2303-524.44-60	Equipment Replacement	Purchases two electric vehicles for building inspection services needs. Permitting is at an all time high and restricted building funds will be used for the acquisition.	pending
		502-0000-391.10-10	Equipment fund contributions from General Gov't	502-3210-593.64-20	Equipment Purchases		
Building Addressing	\$ 40,000	001-0000-382.42-11	Building Code Enforcement Restricted Funds	001-5107-522.13-10	Code Enforcement Part Time Wages	Funding to bring addressing database up-to-date prior to conversion to operating system.	pending



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	April 24, 2017	
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager	
department	Planning & Comm. Development		<input type="checkbox"/> City Attorney	
division			<input type="checkbox"/> N/A	
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.			
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.			
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.			
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.			

subject

Review revised offers for 301 W. Comstock Avenue

motion | recommendation

Recommend accepting the highest bidder for 301 W. Comstock Avenue subject to future contract and ordinance approval

background

At the meeting on April 10, 2017, the City Commission directed staff to negotiate a higher bid reflecting the appraiser value of the property from each of the proposers for the city-owned property located at 301 W. Comstock Avenue. On Friday, April 14, 2017 the city received two revised offers.

The two offers are:

Winter Park Redevelopment Agency LTD. - \$456,000

Rowland & Company LLC - \$455,000

Both offers allow for 4 units which is the maximum density allowed under the Low Density Residential future land use designation and R-2 zoning district. The high bidder has set aside additional parking for the townhouses along Lyman Avenue if the property owners wish to purchase it once the sale from the city is completed, which was a determination in the NOD process. The city will require a subdivision of the property to incorporate all four lots as proposed. Both offers require the city to assume responsibility for broker's fees. The original bids as well as the revised offers are included in the background materials.

Should the City Commission choose to accept one of these offers, staff and the City Attorney will move forward with the necessary ordinance to transfer the property and the sales contract. It is anticipated that this process will be completed by May22, 2017.

alternatives | other considerations

The City Commission may reject all offers and market the property through another Notice of Disposal process or hold the property until some future time.

fiscal impact

The revenues from the sale of this property goes back to the city's General Fund balance.

Notice of Intent to Dispose of the City "Blake Yard" Property at 301 West Comstock Avenue,
Winter Park, Florida

The City of Winter Park, Florida, intends to dispose of its property at **301 W. Comstock Avenue, Winter Park, Florida**. The property has a Future Land Use designation of Low Density Residential and is zoned R-2. The City is interested in disposing/selling this property in return for a cash offer and a commitment to develop the property with residential units and parking for those units and/or for adjoining residential units.

The intention of the CITY is to dispose of all or a part of this property which is approximately 19,125 square feet in size, based upon a development plan that conforms to the existing R-2 zoning. The CITY will not accept offers contingent upon a change in zoning designation. Under the R-2 zoning, a maximum of four (4) residential may be build dependent upon design and meeting all other applicable zoning standards.

Sealed proposals, shall be delivered to the Office of the City Clerk, in City Hall, 401 Park Avenue South, Winter Park, Florida 32789 no later than 10:00 a.m. on **Tuesday, March 28, 2017**. Each proposal shall detail the cash offer, the terms and closing date anticipated and shall also include a preliminary plan and elevations of the intended use of the property. The CITY's preference is also to see residential design with architectural uniqueness and diversity within the site elevations.

The City accepts no responsibility for any costs incurred during the preparing or presenting of the proposals. All proposals must be submitted in writing; no fax, email or telephone proposals will be accepted. **ALL PROPOSALS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE PROPOSAL NAME AND THE DATE OF SUBMISSION.**

The CITY reserves the right to reject any or all proposals for any reason and the amount of the monetary bid shall not be the exclusive determinate of any decision to sell. The decision by the City may be to sell all or a part of this property based upon the development plan contemplated. The CITY per the City Charter must also adopt an ordinance, following advertisement and public hearings for this transaction to proceed. Following the adoption of that ordinance the CITY will enter into a formal standard real estate contract with the buyer for the purposes of providing for any due diligence and other closing details.

This public notice complies with Florida Statutes Section 163.380. Additional information is available through the City's representative Bobby Palta with CBRE. He can be reached by telephone at 407-279-0050 or email at bobby.palta@cbre.com. The notice of the CITY COMMISSION's ultimate disposition of the subject real property to a specific party, and the terms and conditions of the disposition, will be made at a duly noticed public meeting.

/s/: Cindy Bonham, MMC, City Clerk

PUBLISH: Sunday, February 19, 2017 (Orlando Sentinel)

Law Office of Jeanne M. Reynaud

P.O. Box 350 • Winter Park Florida 32790 • Phone: 407-222-2562
E-Mail: jeannemariereynaud@yahoo.com



March 27, 2017

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

OFFER TO PURCHASE

Subject Property: 301 W. Comstock Avenue
Cash Offer: \$425,000.00
As-Is: Property Purchased As-Is
Title Insurance: Paid by Buyer
Proposed Improvements: Two (2) Duplexes or a Single Fourplex

To Whom It May Concern:

I have the pleasure of representing Winter Park Redevelopment Agency, Ltd. in this offer to purchase 301 W. Comstock Avenue. It is the intent of the buyer to create aesthetically pleasing elevations facing the train track on the property. These elevations will serve to block the back of house, i.e. garages, of the David Weekly townhomes. The buyer shall not be obligated, but is willing to work with the adjacent David Weekly townhome HOA to formalize a lot split to accommodate the additional parking for the HOA as shown.

Further, the buyer is willing to work with the town architect to complete the elevation details of the project and will also work with staff on a landscape plan submittal at a time prior to submitting for a building application.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Jeanne Reynaud
Attorney for WPRA, Ltd.

Notice of Intent to Dispose of the City "Blake Yard" Property at 301 West Comstock Avenue,
Winter Park, Florida

The City of Winter Park, Florida, intends to dispose of its property at **301 W. Comstock Avenue, Winter Park, Florida**. The property has a Future Land Use designation of Low Density Residential and is zoned R-2. The City is interested in disposing/selling this property in return for a cash offer and a commitment to develop the property with residential units and parking for those units and/or for adjoining residential units.

The intention of the CITY is to dispose of all or a part of this property which is approximately 19,125 square feet in size, based upon a development plan that conforms to the existing R-2 zoning. The CITY will not accept offers contingent upon a change in zoning designation. Under the R-2 zoning, a maximum of four (4) residential may be build dependent upon design and meeting all other applicable zoning standards.

Sealed proposals, shall be delivered to the Purchasing Division, in City Hall, 401 Park Avenue South, Winter Park, Florida 32789 no later than 10:00 a.m. on **Tuesday, March 28, 2017**. Each proposal shall detail the cash offer, the terms and closing date anticipated and shall also include a preliminary plan and elevations of the intended use of the property. The CITY's preference is also to see residential design with architectural uniqueness and diversity within the site elevations.

The City accepts no responsibility for any costs incurred during the preparing or presenting of the proposals. All proposals must be submitted in writing; no fax, email or telephone proposals will be accepted. **ALL PROPOSALS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE PROPOSAL NAME AND THE DATE OF SUBMISSION.**

The CITY reserves the right to reject any or all proposals for any reason and the amount of the monetary bid shall not be the exclusive determinate of any decision to sell. The decision by the City may be to sell all or a part of this property based upon the development plan contemplated. The CITY per the City Charter must also adopt an ordinance, following advertisement and public hearings for this transaction to proceed. Following the adoption of that ordinance the CITY will enter into a formal standard real estate contract with the buyer for the purposes of providing for any due diligence and other closing details.

This public notice complies with Florida Statutes Section 163.380. Additional information is available through the City's representative Bobby Palta with CBRE. He can be reached by telephone at 407-279-0050 or email at bobby.palta@cbre.com, and property details are available at <http://winterparkcbre.com>. The notice of the CITY COMMISSION's ultimate disposition of the subject real property to a specific party, and the terms and conditions of the disposition, will be made at a duly noticed public meeting.

/s/ Jennifer Jones, Purchasing Manager

PUBLISH: Sunday, February 19, 2017 (Orlando Sentinel)


RICK SINGH, CFA - ORANGE COUNTY PROPERTY APPRAISER
[Searches](#)
[Sales Search](#)
[Results](#)
[Property Record Card](#)
[My Favorites](#)
[Sign up for e-Notify...](#)
301 W Comstock Ave < 05-22-30-9400-68-031 >

Name(s)

City Of Winter Park

Property Name

N/A. Click information icon to contribute.

Mailing Address On File

401 Park Ave S

Winter Park, FL 32789-4319

Incorrect Mailing Address?

Physical Street Address

301 W Comstock Ave

Postal City and Zipcode

Winter Park, FL 32789

Property Use

8900 - Municipal

Municipality

Winter Park

 Contribute An Image
For This Parcel

IMAGE UPLOAD
View 2016 Property Record Card
[Values, Exemptions and Taxes](#)
[Property Features](#)
[Sales Analysis](#)
[Location Info](#)
[Market Stats](#)
[Update Information](#)
Note: 2017 values will be available in Spring of 2017.
Property Description
[View Plat](#)

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9 BLK 68

Total Land Area 19,325 sqft (+/-) | 0.44 acres (+/-) GIS Calculated Notice

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal	PQP	19325 SQUARE FEET	working...	working...	working...	working...

Page 1 of 1 (1 total records)

Buildings

Important Information	Structure
There are no buildings associated with this parcel.	

Extra Features

Description	Date Built	Units	XFOB Value
There are no extra features associated with this parcel			

This Data Printed on 03/27/2017 and System Data Last Refreshed on 03/26/2017

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR CONTRACT FOR SALE AND PURCHASE

PARTIES: City of Winter Park ("Seller"), and Winter Park Redevelopment Agency, Ltd ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"): Parcel Id: 05-22-30-9400-68-031

I. Description: (a) Legal description of the Real Property located in Orange County, Florida: Lot 3 (less N 125 ft) & Lot 9, Blk 68, Town of Winter Park, OR Book A, Page 67 and OR book B, page 86 and Misc book 3, Page 220 as recorded in the public records of Orange County, Florida (b) Street address, city, zip, of the property is: 301 W. Comstock ave Winter Park, Fla 32789 (c) Personal Property includes: None, vacant land. Other items includes are: Items of Personal Property (and leased items, if any) excluded are:

II. PURCHASE PRICE (U.S. currency): \$ 425,000.00 PAYMENT: (a) Deposit held in escrow by Liberty Title Company (Escrow Agent) in the amount of \$ 5,000.00 (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date (see Paragraph III) in the amount of \$ (c) Assumption of existing mortgage in good standing (see Paragraph IV(c)) having an approximate principal balance of \$ (d) New mortgage financing with a Lender (see Paragraph IV(b)) in the amount of \$ (e) Purchase money mortgage and note to Seller (see Paragraph IV(d)) in the amount of \$ (f) Other: \$ (g) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 420,000.00

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE: (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before May 1, 2017, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED. (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such a date is not otherwise set forth in the Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer, if applicable, the final counteroffer.

IV. FINANCING: X (a) This is a cash transaction with no contingencies for financing; (b) This Contract is Contingent on Buyer obtaining approval of a loan ("Loan Approval") within days after Effective Date for (CHECK ONLY ONE): 1 a fixed; 1 an adjustable; or 1 a fixed or adjustable rate loan in the principal amount of \$, at an initial interest rate not to exceed %, discount and origination fees not to exceed % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after Effective Date and use reasonable diligence to obtain Loan Approval and, thereafter, to satisfy terms and conditions of the Loan Approval and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a Loan Approval or fails to waive Buyer's rights under this subparagraph within the time for obtaining Loan Approval or, after diligent, good faith effort, fails to meet the terms and conditions of the Loan Approval by Closing, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); (c) Assumption of existing mortgage (see rider for terms); or (d) Seller financing (see Standard B and riders; addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least Thirty (30) days (if blank, then 5 days) before Closing: X (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms); or 1 (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or X (2) Buyer at Buyer's expense.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on or before June 1, 2017 Closing, unless modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restriction, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for R-2 purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HAND WRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of the Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; X may assign but not be released from liability under this Contract, or may not assign this Contract.

XI. DISCLOSURES: (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: 1 Seller 1 Buyer 1 Other (see addendum). (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit. (c) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure. (d) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory. (e) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act. (f) If Buyer will be obligated to be a member of a homeowner's association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of: (a) \$ 0.00 for treatment and repair under Standard D (if blank, then 2% of the Purchase Price). (b) \$ 0.00 for repair and replacement under Standard N not caused by Wood destroying Organisms (if blank, then 3% of the Purchase Price).

XIII. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to this Contract: CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE INSULATION "AS IS" Other Comprehensive Rider Provisions Addenda Special Clause(s):

The seller agrees to work with the Buyer to complete a lot split to accommodate the adjacent property owners should they wish to acquire a portion of land from the subject parcel for additional private parking for their town home association.

XIV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through W on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Winter Park Redevelopment Agency, Ltd
Winter Park redevelopment mgt, Corp, its general partner
(Buyer)

(Buyer) Daniel B. Bellows, President

Buyers' address for purpose of notice
P.O. Box 350, Winter Park, FL 32790-0350
407-644-3151 Phone

City of Winter Park, Florida
(Seller)

(Seller) Mayor Steve Leary

Seller's address for purpose of notice
401 Park Ave South Winter Park, Fla 32789
407-599-3235 Phone

Deposit under Paragraph II (a) received (Checks are subject to clearance): (Escrow Agent)

BROKERS: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Daniel B. Bellows of the Sydgan Corporation
Cooperating Brokers, NO COMMISSION PAID

Listing Broker - Bobby Palta of CBRE

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with the law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; of (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content requires by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing to determine if there is any visible active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within 5 days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage incurred by an appropriately licensed contractor. Seller shall pay costs of treatment and repair of all damage up to the amount provided in Paragraph XI(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph XI(a). "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the title insurance, or, if no title insurance, designated by the Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to buyer. Escrow deposits held by mortgage will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.

M. SPECIAL ASSESSMENT LIENS: Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida contractor make inspections of, those items within 20 days after the Effective Date. Buyer shall prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). If repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer of Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail marks, scratches, dents, scrapes, chips, or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make a timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

301 W. COMSTOCK AVENUE
WINTER PARK, FL 32789

SITE PLAN - REZONING

SCALE:	DATE:	NO:	REVISIONS:
NTS			

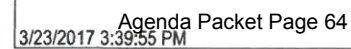
SCALE: NTS	DATE: 03-23-17
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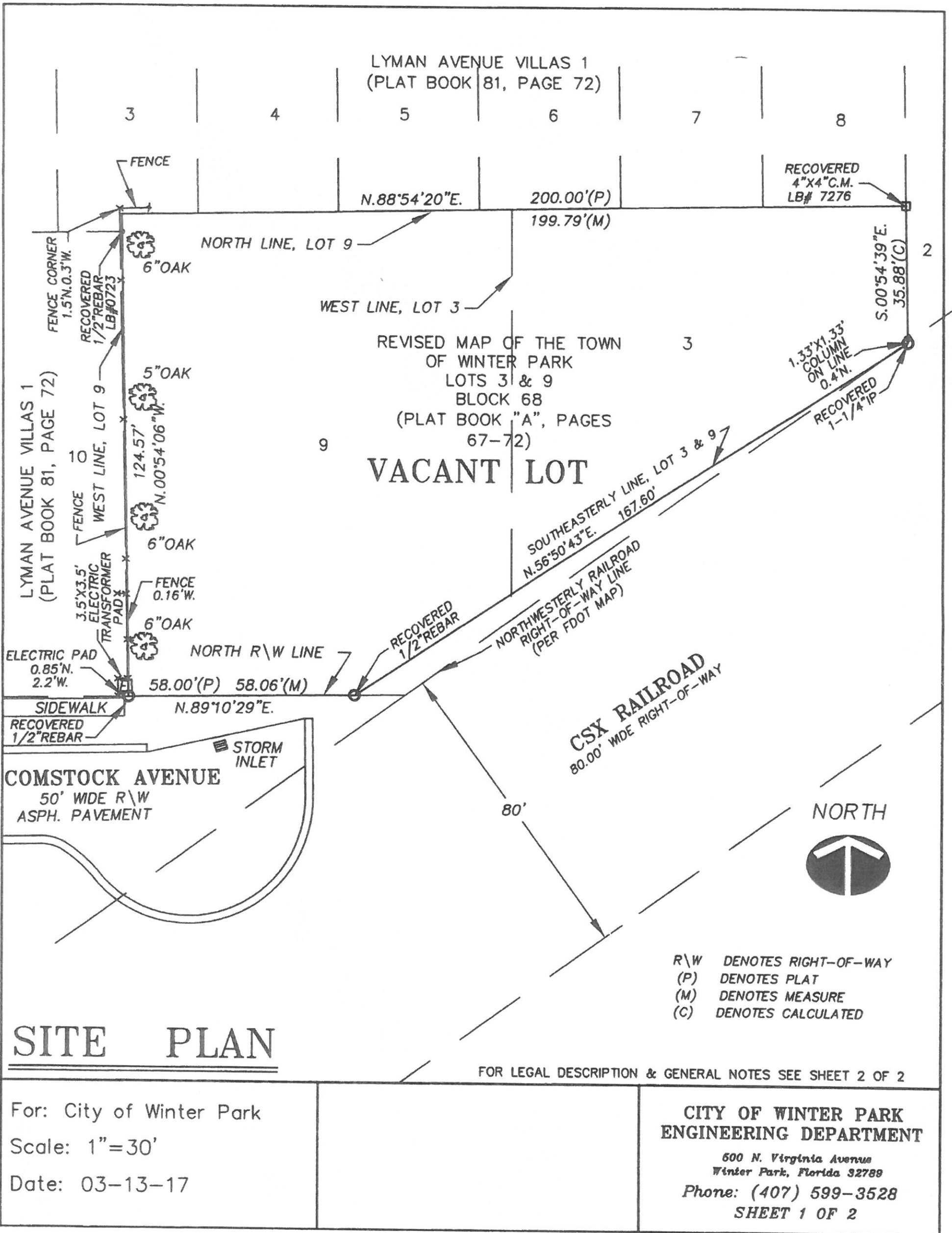
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GENERAL NOTES:

1. TOTAL PROJECT ACREAGE: ±0.42 ACRES
2. PARCEL ID# 05-22-30-9400-68-031
3. EXISTING ZONING: R-2
4. FUTURE LAND USE: RESIDENTIAL
5. PROPOSED BUILDINGS TO BE RESIDENTIAL
6. SEWER & WATER TO BE PROVIDED BY THE CITY OF WINTER PARK
7. MINIMUM BUILDING SETBACKS DUPLEX LOTS:

FRONT YARD 1ST FLOOR	= 25'
FRONT YARD 2ND FLOOR	= 30'
SIDE YARD	= 10'
REAR YARD 1ST FLOOR	= 10'
REAR YARD 2ND FLOOR	= 25'
8. REQUIRED PARKING PER LDC= 2 SPACES PER UNIT
9. PROPOSED PARKING = 2 SPACES PER UNIT, PLUS 2 GUEST SPACES
10. MAXIMUM BUILDING COVERAGE = 35% FOR DUPLEX,
11. MAXIMUM FAR = 55%
12. MAXIMUM IMPERVIOUS AREA PER LOT = 65%
13. IF DAVID WEEKLY AND ASSOCIATION DOES NOT TAKE EXTRA PARKING THEN THE FAR IS INCREASED TO 10,230 SF





Legal Description:

Deed Book 594, Page 40

ALL that parcel of land lying and being in the County Orange, State of Florida, described as follows:

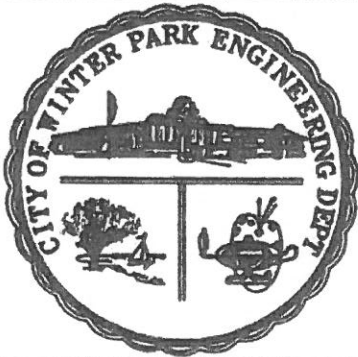
Lot nine (9) in Block sixty-eight (68) and Lot three (3) in Block Sixty-eight (68) except the north 125 feet of said lot three of the City of Winter Park, and described according to the revised map or plat of the said City as recorded in Plat Book "A", pages 67 to 72 inclusive, of the Public Records of Orange County, Florida.

GENERAL NOTES:

- 1) Subject to easements and restrictions of record.
- 2) Bearings shown hereon are based on the North right-of-way line of Comstock Avenue, being N.89°10'29"E. assumed.
- 3) No underground utilities and improvements were located. (Excepted as shown)
- 4) Site Plan shown hereon were not abstracted by the City of Winter Park, for rights-of-way, easements, ownership or other instruments of record.
- 5) No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. There may be deeds of record, unrecorded deeds or instruments which could affect the limits of the above described property.

FOR GRAPHICS SEE SHEET 1 OF 2

For: City of Winter Park
Scale: NA
Date: 03-13-17



CITY OF WINTER PARK
ENGINEERING DEPARTMENT
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3528
SHEET 2 OF 2



ROWLAND & COMPANY
C O N S T R U C T I O N

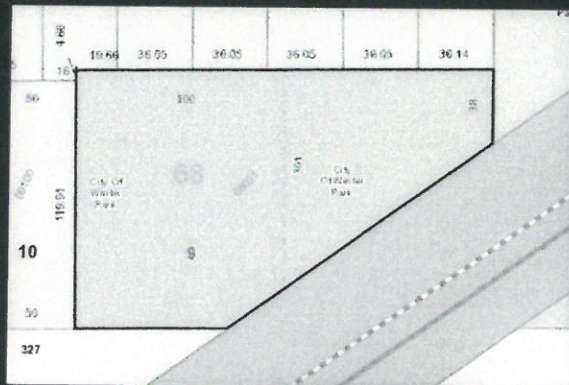


PHIL KEAN

DESIGN/BUILD TEAM

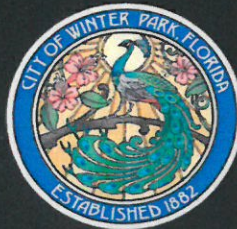
BLAKE YARD PROPOSAL

301 W. Comstock Ave. Winter Park



CITY OF WINTER PARK

PRESENTED TO:



BlakeYard.Com



March 28, 2017

City of Winter Park

Purchasing Division
401 Park Avenue South
Winter Park, FL 32789

RE: Blake Yard Development

Rowland & Company LLC is pleased to provide the City of Winter Park with this proposal for the purchase and planned development at the Blake Yard site located at 301 W. Comstock Avenue.

Rowland & Company has teamed with the designers of Phil Kean Design Group to produce what we think will be a magnificent development concept at the proposed site.

Rowland & Company is the bidder for this parcel. If awarded, Rowland & Company will be the general contractor and developer. Phil Kean will be the architect of record.

The proposed development is illustrated with 3D renderings in this proposal package. You will find 4 townhouse units each having 2100 heated/cooled square feet. Each unit also includes a 2-car garage that will be approximately 400 s.f. each.

The Blake Yard Townhouses will be styled in a wonderful combination of mid- century architecture with Florida cultural influences. Each unit will have a swimming pool deck above the garage, thus reducing the impervious area that would otherwise be lost due to hardscape. Floor to ceiling storefront systems will be designed to maximize the light at the sleek south elevations. The south elevations are further designed with stacked stone accent walls that couple as rated demising walls from unit to unit. Black Iron Spiral Staircases are visible on the pool deck as well as glass railing to maximize visibility and light.

It is intended that this development will be an exclusive residential experience that includes a 6' high concrete block wall with stucco around the site perimeter as well as an electric gate at the primary entrance. The project is further planned to include both stone hardscape

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WWW.ROWLANDANDCOMPANY.COM

FLORIDA CGC1505152

GEORGIA GCC0004393



and a significant landscape package that involves the planting of many Oak species trees which, over the years, will canopy the site.

We feel that this concept best represents the trends of Architecture in 2017 Winter Park. We are certain that this project will also enhance the site's immediate surrounding environment.

We respectfully submit to the City of Winter Park, a cash offer in the amount of THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000) for the purchase of the subject parcel.

The follow are conditions of this offer:

1. Close within 30 days of acceptance of this proposal. Cash sale without financing.
2. Offer pending acceptable environment report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
3. Offer pending acceptable soils report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
4. All closing costs paid by the City of Winter Park
5. Prior to closing, Rowland & Company will establish a new subsidiary corporation and this will be the actual buyer in the transaction.

Please find the following items enclosed in this package:

- Conceptual Design Documents from Phil Kean Design Group. To view the animated 3d design of the site, please visit BlakeYard.com
- Commitment letter from Chris VanBuskirk of First Green Bank for funding the construction phase of this project

Respectfully Submitted,
ROWLAND & COMPANY LLC

Beau Rowland
Managing Member

Please visit BlakeYard.com to view the 3d animated design of the proposed site.

1460 MINNESOTA AVE WINTER PARK, FLORIDA 32789 PH: 407-839-3222

WWW.ROWLANDANDCOMPANY.COM















First GREEN Bank

Loren J.F. Stanford
First Green Bank
862 S. Orlando Avenue
Winter Park, FL 32789

March 24, 2017

Jennifer Jones, CPPB,FCCM
Purchasing Manager
Purchasing Division of City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Dear Ms. Jones,

In regards to our mutual client, C. Beau Rowland of Yazoo Holdings, Inc. and Rowland & Company, LLC, this letter is for the purpose of confirming funds for the development project located at 301 W. Comstock Avenue, Winter Park, Florida, 32789.

The terms and conditions for approval for funding with First Green Bank have been met by Mr. Rowland and we are moving forward with the project and commitment. Mr. Rowland has kept a strong relationship with First Green Bank and has managed all accounts and loans accordingly to agreement.

Should you have any questions or need any additional information, please do not hesitate to call me at 321.203.2912.

Sincerely,

Loren J.F. Stanford
Commercial Lending
First Green Bank
Winter Park, Florida



March 15, 2017

Entity to be formed to hold the subject real estate
Mr. Christopher "Beau" Rowland
Rowland & Company, LLC
1460 Minnesota Ave
Winter Park, FL

VIA EMAIL

Re: Construction loan to be used to construct a four (4) unit townhome project located at 301 W. Comstock Avenue, Winter Park, FL

Pursuant to our conversations, I am pleased to provide you with this non-binding written proposal letter. This letter is intended to provide you with the rate, terms, and conditions that the Bank is willing to consider for the above referenced financing. Please note this is not a commitment to lend, merely a means for discussion.

Borrower: Entity to be formed to hold the subject real estate.

Co-Borrower: Rowland & Company, LLC

Guarantor(s): Mr. Christopher "Beau" Rowland

Purpose: Construction mini perm loan to build a four (4) unit townhome project located at 301 W. Comstock Avenue Winter Park, FL

Amount: Up to \$1,160,000; not to exceed the lesser of 70% Loan to Cost or 65% Loan to Value based upon bank certified appraisal.

The cost breakdown is as follows:

Land Purchase	\$ 400,000.00	Estimate
Construction Costs	\$ 1,100,000.00	Budget
Design Fees (PKDG)	\$ 75,000.00	Budget
Impact Fees	\$ 40,000.00	Budget
Permit Fees	\$ 20,000.00	Budget
Contingency	\$ 55,000.00	5% of hard cost
Closing Costs	\$ 40,000.00	Estimate
Total Cost	\$ 1,730,000.00	Estimate
Equity	\$ 570,000.00	33% of Total Cost
Loan	\$ 1,160,000.00	67% of Total Cost
Rounded To	\$ 1,730,000.00	100%

Rate: Floating rate of the Wall Street Journal Prime Rate (Currently 3.75%) plus 2%. The loan will be subject to a floor rate equal to the start rate.

Terms: 18 Monthly payments of interest only followed by 6 monthly payments of principal and interest based upon a Twenty (20) year amortization.

Collateral: First real estate mortgage on the underlying residential property and improvements to be constructed located on 301 W. Comstock Avenue Winter Park, FL. The project includes the design and construction of four (4); 2100 SF townhomes located in Winer Park, FL. The total project cost is \$1,730,000 and the borrower will be required to put \$570,000 cash equity (33% of the total cost) into the project at/prior to closing. The maximum Loan to Value will be 65% based upon bank certified appraisals.

Maturity: 24 months

Loan Fee: 1% of the loan amount

Banking

Relationship: In exchange for the favorable rate and terms the borrower agrees to establish and maintain its operating accounts with First Green Bank prior to closing the subject loan.

Other

Conditions: The loan will be required to be set up on auto debit for the monthly payments.

Standard real estate construction administration

Receipt and review of construction contract between the entity to be formed to hold the subject real estate and Rowland & Company, Inc.

Maximum Loan to Value of 65% based upon An As-Complete appraisal.

At Closing or Prior to Closing the borrower will be required to provide proof of cash equity injection equal to \$570,000 or 33% of the total project cost. This can include the purchase of the land, as well as design and other soft costs.

Release prices for each unit will be 100% of net proceeds. The estimated sell out at \$300/SF for the 4 unit townhomes (8,400 SF) will be \$2,520,000. The loan will be retired after two of the four units are sold.

The borrower will allow Lender signage on the site.

The borrower will include language in their end sales contracts listing First Green Bank as a preferred Lender.

The Lender will require one (1) presale; The Lender will allow the borrower to complete the foundations and CMU; however, prior to continuing construction the borrower will be required to pre-sale one (1) townhome unit. The presale will include a fully executed purchase contract with a minimum 10% hard deposit.

Thank you for the opportunity to be of service, we look forward to being able to assist you in this transaction. If you should have any questions or comments please feel free to contact me at 407.694.3635.

Sincerely:

Chris Van Buskirk

Chris Van Buskirk
Senior Vice President
First Green Bank

BlakeYard.Com



ROWLAND & COMPANY
C O N S T R U C T I O N

1460 MINNESOTA AVENUE
WINTER PARK, FL 32789
PH: 407-839-3222

ROWLANDANDCO.COM

Florida - CGC1505152

Georgia - GCCO004393

APPRAISAL REPORT

BLAKE YARD
301 W. Comstock Ave.
Winter Park, Orange County, Florida 32789
CBRE, Inc. File No. 16-397MI-1776

Peter Moore
Performance Measurement Manager
CITY OF WINTER PARK
401 Park Avenue
Winter Park, Florida 32789

www.cbre.com/valuation

CBRE

August 25, 2016

Peter Moore
Performance Measurement Manager
CITY OF WINTER PARK
401 Park Avenue
Winter Park, Florida 32789

RE: Appraisal of Blake Yard
301 W. Comstock Ave.
Winter Park, Orange County, Florida
CBRE, Inc. File No. 16-397MI-1776

Dear Mr. Moore:

At your request and authorization, we have prepared an appraisal of the market value of the above referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 19,325 square foot (0.44 Ac.) site located at the terminus of W. Comstock Avenue, adjacent to the CSX rail road right-of-way in the City of Winter Park, Florida. The site is irregular in shape and zoned PQP, Public Quasi-Public with surrounding development transitioning to residential uses. The subject is described legally and physically in the following appraisal report.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP),

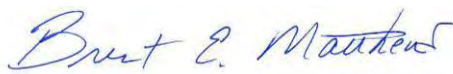
the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and we are not responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if we can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Brent E. Matthews
Senior Appraiser
Cert Gen RZ1809

Phone: 407-839-3174
Fax: 407-839-3132
Email: Brent.Matthews@cbre.com



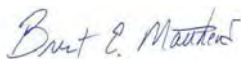
Brian L. Finnell, MAI
Managing Director – Orlando
Cert Gen RZ914

Phone: 407-839-3117
Fax: 407-839-3132
Email: Brian.L.Finnell@cbre.com

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Brian L. Finnell, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Brent E. Matthews has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Brent E. Matthews has and Brian L. Finnell, MAI has not made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Brent E. Matthews and Brian L. Finnell, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

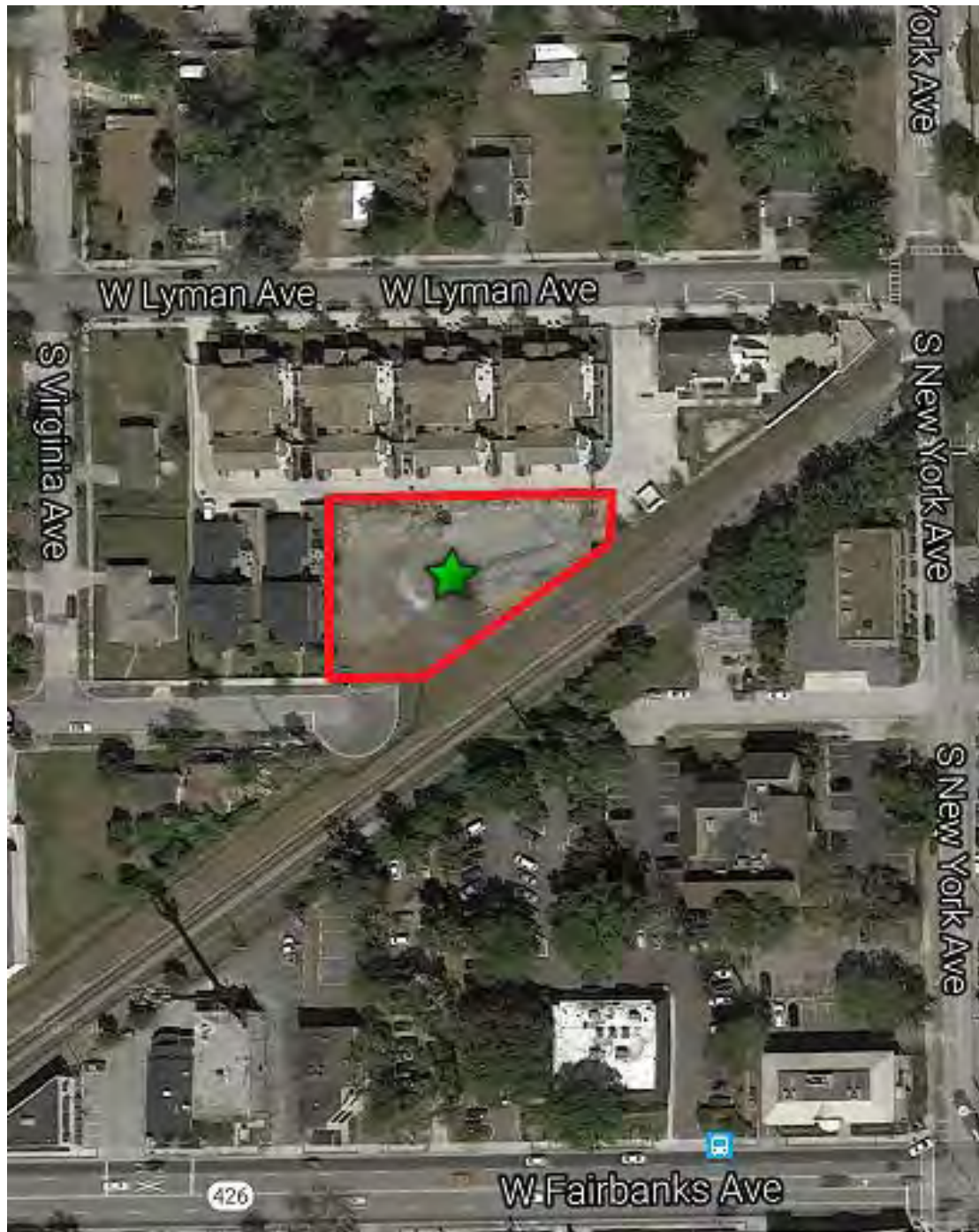


Brent E. Matthews
Cert Gen RZ1809



Brian L. Finnell, MAI
Cert Gen RZ914

Subject Photographs



Aerial View



Photo 1 View of subject from W. Comstock



Photo 2 Interior view of subject



Photo 3 Interior view of subject



Photo 4 View of adjacent residences



Photo 5 View of CSX frontage



Photo 6 View of W. Comstock Avenue

Executive Summary

Property Name	Blake Yard	
Location	301 W. Comstock Ave., Winter Park, Orange County, Florida 32789	
Highest and Best Use	Residential Development	
As If Vacant		
Property Rights Appraised	Fee Simple Estate	
Date of Report	August 25, 2016	
Date of Inspection	August 22, 2016	
Estimated Exposure Time	9 Months	
Estimated Marketing Time	9 Months	
Land Area	0.44 AC	19,325 SF
Buyer Profile	Speculator	
VALUATION	Total	Per SF
Land Value	\$450,000	\$23.29

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- The subject located in a transitioning area with strong demand for residential housing;
- Desirable location near downtown Winter Park;
- Cul-de-Sac access;
- Success of adjacent townhome and single family residential projects.

Weaknesses/ Threats

- Adjacent to the CSX (SunRail) rail road tracts;
- Triangulated shape reduced development options/density.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser’s opinions or conclusions.”¹

¹ The Appraisal Foundation, USPAP, 2016-2017 ed., 3.

- None noted

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”²

- The surrounding subject area is transitioning to residential uses. Based on our discussion with planning and zoning officials with the City of Winter Park, it appears that a zoning change for the subject to residential use is possible and likely. As such, and in accordance with our estimate of Highest and Best Use, we have assumed approval of a zoning change from PQP to R-1A and/or R-2, as we believe this is how the subject would be viewed by market participants.

² The Appraisal Foundation, *USPAP*, 2016-2017 ed., 3.

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Introduction

OWNERSHIP AND PROPERTY HISTORY

Title to the property is currently owned by the City of Winter Park. To the best of our knowledge, there has been no ownership transfer of the property during the previous three years. The subject property is not currently listed for sale or under contract for sale/purchase.

INTENDED USE OF REPORT

This appraisal is to be used by the client for public policy decisions and possible disposition purposes, and no other use is permitted.

INTENDED USER OF REPORT

This appraisal is to be used by the client, City of Winter Park, and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;

³ Appraisal Institute, *The Appraisal of Real Estate*, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents Fee Simple Estate and is defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Leased Fee Interest - A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).⁶

Leasehold Interest - The tenant's possessory interest created by a lease.⁷

SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied. We completed the following steps for this assignment:

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

Portions of the site and surrounding neighborhood were inspected on the date of value.

Type and Extent of the Data Researched

We reviewed the following:

- applicable tax data
- zoning & future land use requirements
- flood zone status

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ *Dictionary of Real Estate Appraisal*, 78.

⁶ *Dictionary of Real Estate Appraisal*, 113.

⁷ *Dictionary of Real Estate Appraisal*, 113.

- demographic
- surrounding development
- comparable data

Type and Extent of Analysis Applied

We analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	Orange County Public Records
Other	
Planning & Zoning Info.	City of Winter Park
Compiled by CBRE	

Area Analysis



The subject is located in a transitioning area of downtown Winter Park. Winter Park is an upscale suburban bedroom community northwest of Orlando. Moody's Economy.com provides the following Orlando-Kissimmee-Sanford, Florida metro area economic summary as of March 2016. The full Moody's Economy.com report is presented in the Addenda.

ORLANDO-KISSIMMEE-SANFORD, FL - ECONOMIC INDICATORS												
Indicators	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Gross Metro Product (C\$B)	100.5	100.9	101.0	102.6	105.8	109.7	114.8	121.0	128.7	136.3	142.7	148.7
% Change	-6.4	0.4	0.1	1.7	3.1	3.8	4.6	5.4	6.4	5.9	4.7	4.2
Total Employment (Ths)	997.5	992.4	1,005.3	1,031.8	1,065.7	1,109.5	1,156.0	1,198.3	1,239.9	1,283.1	1,315.8	1,336.3
% Change	-6.3	-0.5	1.3	2.6	3.3	4.1	4.2	3.7	3.5	3.5	2.6	1.6
Unemployment Rate (%)	10.6	10.9	9.8	8.2	6.8	5.8	5.1	4.4	3.9	3.2	3.2	3.4
Personal Income Growth (%)	-5.0	4.2	5.7	3.2	2.5	5.9	5.9	7.0	9.8	10.5	8.4	6.7
Median Household Income (\$ Ths)	47.9	46.5	46.2	46.4	47.1	48.3	50.3	52.0	54.2	57.0	59.1	60.6
Population (Ths)	2,111.9	2,139.4	2,175.8	2,225.5	2,270.4	2,322.9	2,385.9	2,458.3	2,537.2	2,620.8	2,706.9	2,794.8
% Change	1.2	1.3	1.7	2.3	2.0	2.3	2.7	3.0	3.2	3.3	3.3	3.2
Net Migration (000)	10.0	14.8	24.8	37.2	33.3	39.7	51.2	60.4	66.8	71.2	73.7	75.2
Single-Family Permits	3,707.0	4,221.0	4,533.0	7,322.0	9,222.0	9,806.0	12,308.5	16,420.7	23,206.0	26,341.0	26,859.9	26,745.6
Multifamily Permits	780.0	1,033.0	1,972.0	4,684.0	6,341.0	6,309.0	7,488.4	10,622.5	14,331.2	12,793.4	10,108.7	10,342.9
Fhfa House Price (1995Q1=100)	191.2	164.9	149.6	147.0	161.3	178.9	195.4	206.5	213.2	214.3	214.5	217.2

Source: Moody's Economy.com

RECENT PERFORMANCE

Orlando-Kissimmee-Sanford is making good progress. Job growth in the economy is above average, and the unemployment rate is down to 4.6%, the lowest in nine years. Wage growth, however, has been weak. Hourly earnings in private industries rose steadily in the first few years

of the recovery but have struggled to break new ground since 2014. Wage growth has been weak because half of the private sector jobs created in the last year have been low-wage jobs in leisure/hospitality, administration and retail. The housing market has picked up significantly. Housing starts are up 50% from a year earlier, and construction employment is rising at a double-digit annual rate. House prices, meanwhile, grew around 7% last year, a bit slower than in the rest of Florida but faster than the nationwide pace.

PUBLIC INFRASTRUCTURE

Several productivity-enhancing infrastructure projects augur well for longer-term growth. This includes the 21-mile renovation of the metro area's major thoroughfare, known as the I-4 Ultimate project. This six-year, \$2.3 billion overhaul will widen and replace overpasses and add four express lanes with dynamic toll pricing to the interstate. By 2018, the area will also complete a \$1.1 billion airport expansion that will increase capacity at the North Terminal and add an intermodal rail station that will enable airline passengers to transfer to local and regional trains. Next month, officials will break ground on Phase 2 of SunRail, the area's 2-year-old commuter rail line. The \$190 million extension is vital because it will add service to the area's largest suburban job centers. These projects have contributed to the surge in construction employment, and this growth will continue.

CENTRAL FLORIDA'S NEW HEART

Over the next 10 years, total employment in Orlando-Kissimmee-Sanford will surpass that in Tampa, the metro area's Central Florida rival, for the first time. Orlando-Kissimmee-Sanford's workforce is growing more quickly because its pivotal leisure and hospitality industry is labor-intensive. For instance, Walt Disney World employs the nation's largest number of private workers at a single site. With many expansions planned or under construction, job growth at the area's theme parks will be strong for several years. The area also benefits from public infrastructure that makes the local labor force more productive than Tampa's, including a larger airport, a more extensive highway network, a commuter rail system, and the country's largest university campus by undergraduate enrollment.

PUERTO RICAN EXODUS

Among metro areas with more than 1 million residents, Orlando-Kissimmee-Sanford's population growth is the nation's second-fastest after that of Austin, Texas and will strengthen further in coming years. The financial crisis in Puerto Rico is helping to fuel faster population growth. Florida's Puerto Rican population has doubled since 2000, and if current migration patterns persist, Florida will overtake New York as the U.S. state with the most transplants from the island within 10 years.

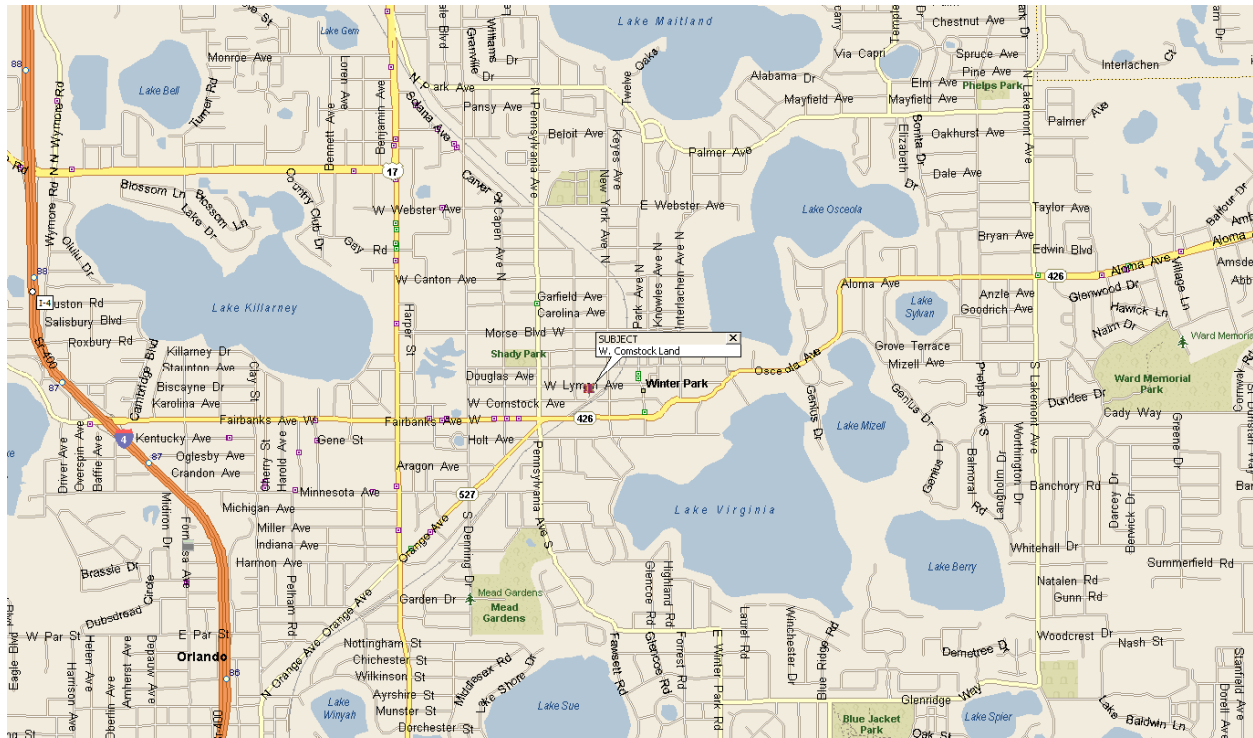
The influx of migrants is good news for Orlando-Kissimmee-Sanford's employers. About 70% of Puerto Rico's migrants to Florida have relocated to Orlando-Kissimmee-Sanford; this exodus

consists mainly of 18- to 44-year-olds, and a significant number of them are college educated. But these new residents spell trouble for the area's employees because they will bring new competition to the labor force and depress wage growth.

CONCLUSION

Orlando-Kissimmee-Sanford will build on last year's solid economic growth as abundant job opportunities for skilled and unskilled labor, moderate costs, robust in-migration, and a thriving tourism industry will enable the metro area to outperform the state and the nation this year and next. A rebound in the housing market and theme park expansions will limit slowing into the decade's end.

Neighborhood Analysis



LOCATION

The subject is in the City of Winter Park, a suburb of Orlando. The City of Winter Park is situated in northern Orange County, about five miles north of the Orlando Central Business District. The subject location is within the transitioning Hannibal Square mixed-use area of west Winter Park.

BOUNDARIES

The neighborhood boundaries are detailed as follows:

North:	North Park Avenue
South:	Fairbanks Avenue
East:	Lake Osceola
West:	Orlando Avenue

LAND USE

Land uses in west Winter Park contain a variety of mixed-uses including the Farmers Market, Hannibal Square, a SunRail Station and the Winter Park Community Center. Retail uses are mostly located along Fairbanks Avenue and Orlando Avenue and include Winter Park Village, Lakeside Village and Lakeside Crossings (under construction), as well as numerous free standing retailers.

Residential uses within the subject neighborhood consist of single family residential uses, multifamily apartments and condominiums. According to Claritas, Inc., the median home value within a three-mile radius is \$285,269. This area has historically been a low-income area that is gentrifying due increased demand for retail and residential housing in Winter Park.

Commercial land uses consist primarily of mixed office and commercial buildings, single tenant offices, restaurants, banks, strip centers, boutiques and neighborhood shopping centers at major intersections. There is a shopping boutique district along Park Avenue, which is home to many independent shops as well as some national chains. This area is also well known for its many popular restaurants and bars.

Hannibal Square contains a shopping and entertainment district that is a mix of historic and newer buildings constructed from 1945 to 2005 along West New England and West Welbourne avenues between South Pennsylvania and South Virginia avenues. Past redevelopment has focused on shops, restaurants, professional offices and apartments, with the success of the commercial portion of Hannibal Square sparking demand for new townhomes and residences that are being constructed among the existing area's low-income residents.

Institutional uses are also located in the Hannibal Square area and include the Winter Park recreation center/park, farmers market and the Amtrak/SunRail station.

GROWTH PATTERNS

The subject neighborhood is almost fully developed and transitioning. As such, most new development has been renovations and redevelopment of older properties to more dense/intense uses and higher quality improvements. The primary growth drivers are the success of the Hannibal Square shopping and nighttime district which has led to increased demand for new residential development in the area.

Gentrification of the area began in the early 2000's and is ongoing with the most new recent residential developments reflecting high value infill townhomes and detached residences. The Virginia Brownstones was developed by Phil Kean in 2014 and contains 28 three-story townhomes ranging in size from 3,027 to 4,512 square feet, priced at more than \$1 million per unit.

The Gardens at West Winter Park is a David Weekley Homes development that is currently under construction. This development contains 12 two-story residences ranging from 2,000 to 2,500 square feet with listing prices from \$699,000 to \$829,000.

The Lyman Avenue Villas, which are located adjacent to the subject, includes both townhomes and single family homes that were also developed by David Weekley homes. This project contains seven townhomes fronting Lyman Avenue and two single family residences along W. Comstock Avenue. The townhomes sold from \$599,000 to \$615,500 and the single family residences sold for around \$670,000.

ACCESS

North-south access is provided by Orlando Avenue (US Highway 17-92) to the west and by Semoran Boulevard (State Road 436) to the east. East-west access is provided by Fairbanks Avenue (SR 426) and Lee Road. Regional access to the subject neighborhood is provided by Interstate 4 (with exits at Fairbanks Avenue and Lee Road), and State Road 417 (with exits at SR 426). Interstate 4 provides direct access to the Orlando Central Business District and Walt Disney World, as well as communities along the east and west coasts of Central Florida.

Local surface streets provide direct access to the area and include New York Avenue, Pennsylvania Avenue, Morse Boulevard, Denning Street and Comstock Avenue, among others.

The Amtrak Station also services as the new SunRail commuter railway station, which is approximately four blocks northeast of the subject. Winter Park is within the 31 mile first phase of SunRail linking DeBary to Orlando.

DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3-, and 5-mile radii from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS			
301 W. Comstock Ave. Winter Park, Florida	1 Mile	3 Miles	5 Miles
Population			
2021 Population	8,781	93,381	265,045
2016 Population	8,370	88,552	252,345
2010 Population	7,905	81,888	236,540
2000 Population	7,899	78,978	231,009
Annual Growth 2016 - 2021	0.96%	1.07%	0.99%
Annual Growth 2010 - 2016	0.96%	1.31%	1.08%
Annual Growth 2000 - 2010	0.01%	0.36%	0.24%
Households			
2021 Households	4,208	43,298	122,586
2016 Households	3,960	40,730	115,507
2010 Households	3,648	37,020	105,989
2000 Households	3,696	34,997	100,550
Annual Growth 2016 - 2021	1.22%	1.23%	1.20%
Annual Growth 2010 - 2016	1.38%	1.60%	1.44%
Annual Growth 2000 - 2010	-0.13%	0.56%	0.53%
Income			
2016 Median Household Income	\$46,021	\$56,045	\$47,126
2016 Average Household Income	\$89,535	\$87,332	\$70,242
2016 Per Capita Income	\$42,356	\$40,169	\$32,152
Age 25+ College Graduates - 2016	2,877	33,123	71,297
Age 25+ Percent College Graduates - 2016	50.0%	50.8%	38.7%
Source: Nielsen/Claritas			

The area demographics indicate a stable neighborhood with a lower population base located within the one-mile radius, as compared to the three and five-mile radii. Overall, this area indicates above average median income and college graduation rates.

CONCLUSION

The subject neighborhood is a mixed-use area of west Winter Park that is gentrifying from redevelopment. It is mostly built out with some vacant lots available for redevelopment. The success of the Hannibal Square District is driving demand for new, more modern housing stock that appeals to higher income buyers who desire proximity to downtown Winter Park. Overall, the outlook for the neighborhood is for continued infill redevelopment and slow but stable growth.

TAX MAP



AERIAL MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	0.44 Acres	19,325 Sq. Ft.	
Net Site Area	0.44 Acres	19,325 Sq. Ft.	
Primary Road Frontage	W. Comstock Street	72 Feet	
Secondary Road Frontage	CSX Rail Road Tracks	155 Feet	
Average Depth	200 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Irregular		
Topography	Level		
Zoning District	PQP, Public	Quasi-Public	
Future Land Use	Public		
Flood Map Panel No. & Date	12095C0255F	25-Sep-09	
Flood Zone	Zone X		
Adjacent Land Uses	Residential & Railroad		
Comparative Analysis		<u>Rating</u>	
Visibility	Average		
Functional Utility	Assumed adequate		
Traffic Volume	Average		
Adequacy of Utilities	Assumed adequate		
Landscaping	Average		
Drainage	Assumed adequate		
Utilities		<u>Provider</u>	<u>Adequacy</u>
Water	City of Winter Park	Yes	
Sewer	City of Winter Park	Yes	
Electricity	City of Winter Park	Yes	
Mass Transit	LYNX	Yes	
Other		<u>Yes</u>	<u>No</u>
Detrimental Easements			<u>Unknown</u>
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights			X
Source: Various sources compiled by CBRE			

The site is irregular in shape and located at the terminus of a cul-de-sac street with frontage/exposure along the CSX rail right-of-way. The site has about 72 feet of frontage along W. Comstock Street and 155 feet of frontage along the CSX rail road right-of-way, with adequate

frontage for several residential building lots. Surrounding properties are in transition from modest to higher quality residential development.

INGRESS/EGRESS

Ingress and egress is available to the site via a W. Comstock Avenue. W. Comstock Avenue is a 50' public residential street that terminates at the subject. Direct access is unimpeded. Street improvements include curbs, gutters, sidewalks and overhead lights. We note that development to the highest and best use will require shared access from W. Comstock Avenue.

ENVIRONMENTAL ISSUES

We are not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. We note that the subject is located adjacent to the CSX right-of-way and was previously utilized by the City of Winter Park as a storage lot. For this appraisal, we have specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

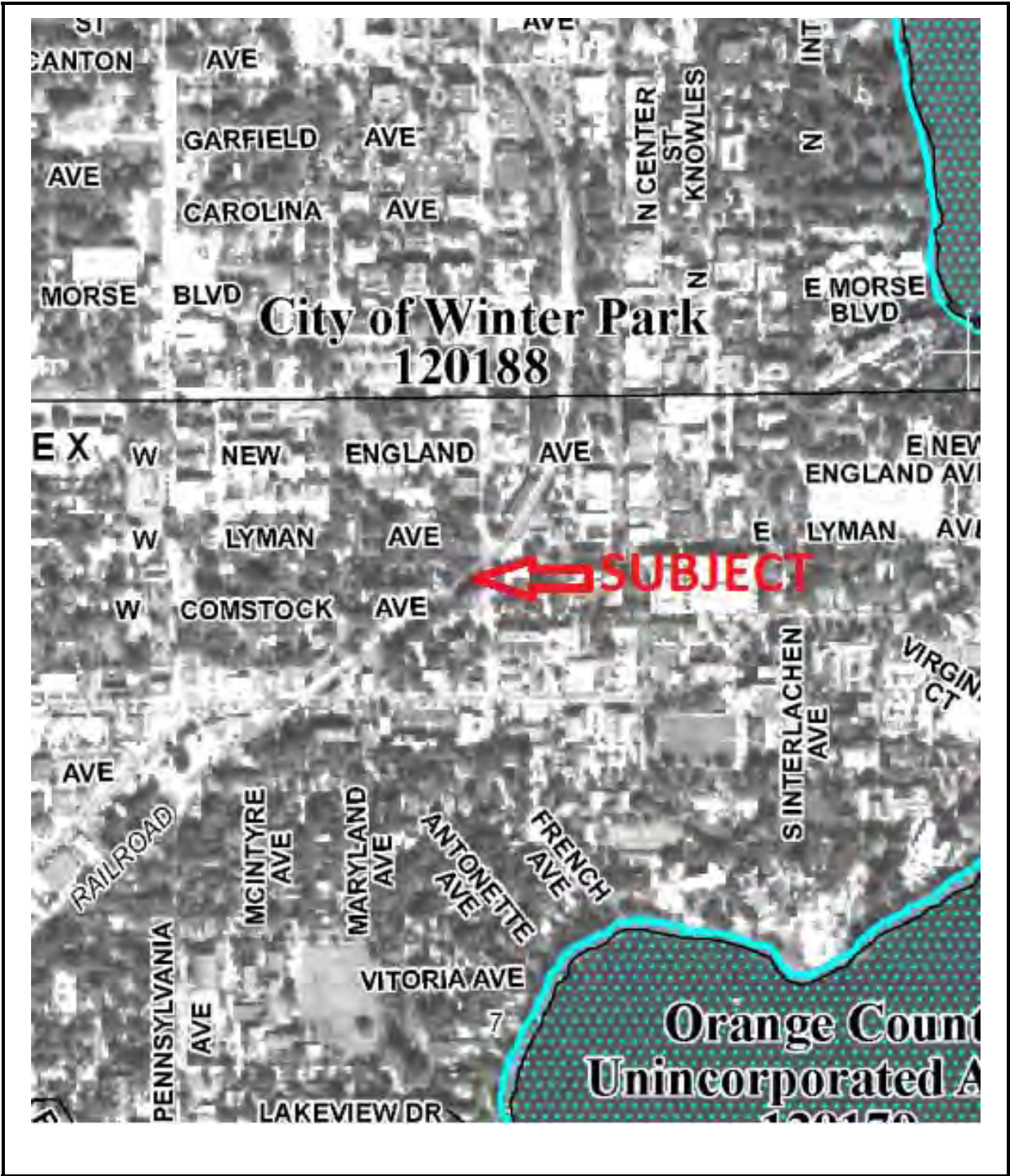
North:	Lyman Avenue Townhomes
South:	CSX rail line & residential uses
East:	CSX rail line
West:	Single Family Residences

The adjacent properties have mostly been redeveloped with townhome or detached single family residential uses that are complementary and provide no specific nuisance with the exception of the rail road right-of-way.

CONCLUSION

The subject site is irregular in shape, containing 19,325 square feet (0.44 Ac.). It has good frontage along W. Comstock Avenue and has been filled and leveled with all utilities available for redevelopment. The adjacent properties are in transition from modest housing and light industrial uses to more upscale townhome and detached single family residential uses.

FLOOD PLAIN MAP



Zoning & Future Land Use

The following chart summarizes the subject's zoning and future land use requirements.

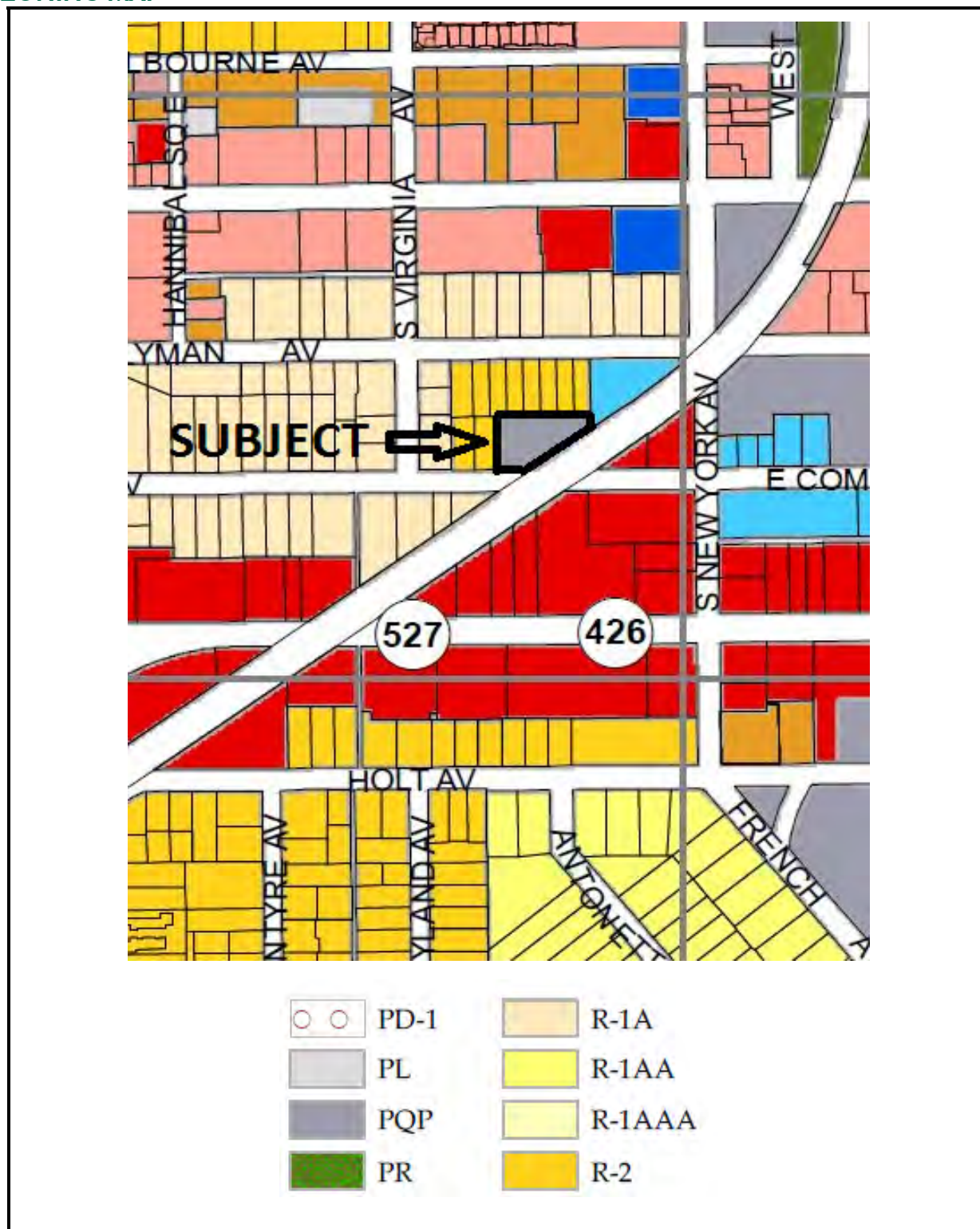
ZONING SUMMARY	
Zoning	PQP, Public Quasi-Public
Future Land Use	Public
Legally Conforming	Yes
Uses Permitted	Public facilities serving neighborhoods and community needs
Zoning Change	Yes- R-1A or R2
Source: Winter Park Planning & Zoning Dept.	

We note the current zoning and future land use are typically holding categories that allow the City to designate uses for a property based on need. Discussions with City Planning and Zoning staff indicate a zoning change to single family residential category similar to surrounding development is desired by City authorities. Further, the City has provided an analysis of potential zoning possibilities for the subject that is included in the Addenda. Thus, we have considered rezoning to an R-1A or R2 zoning classification likely and have assumed this zoning change in the following valuation analysis.

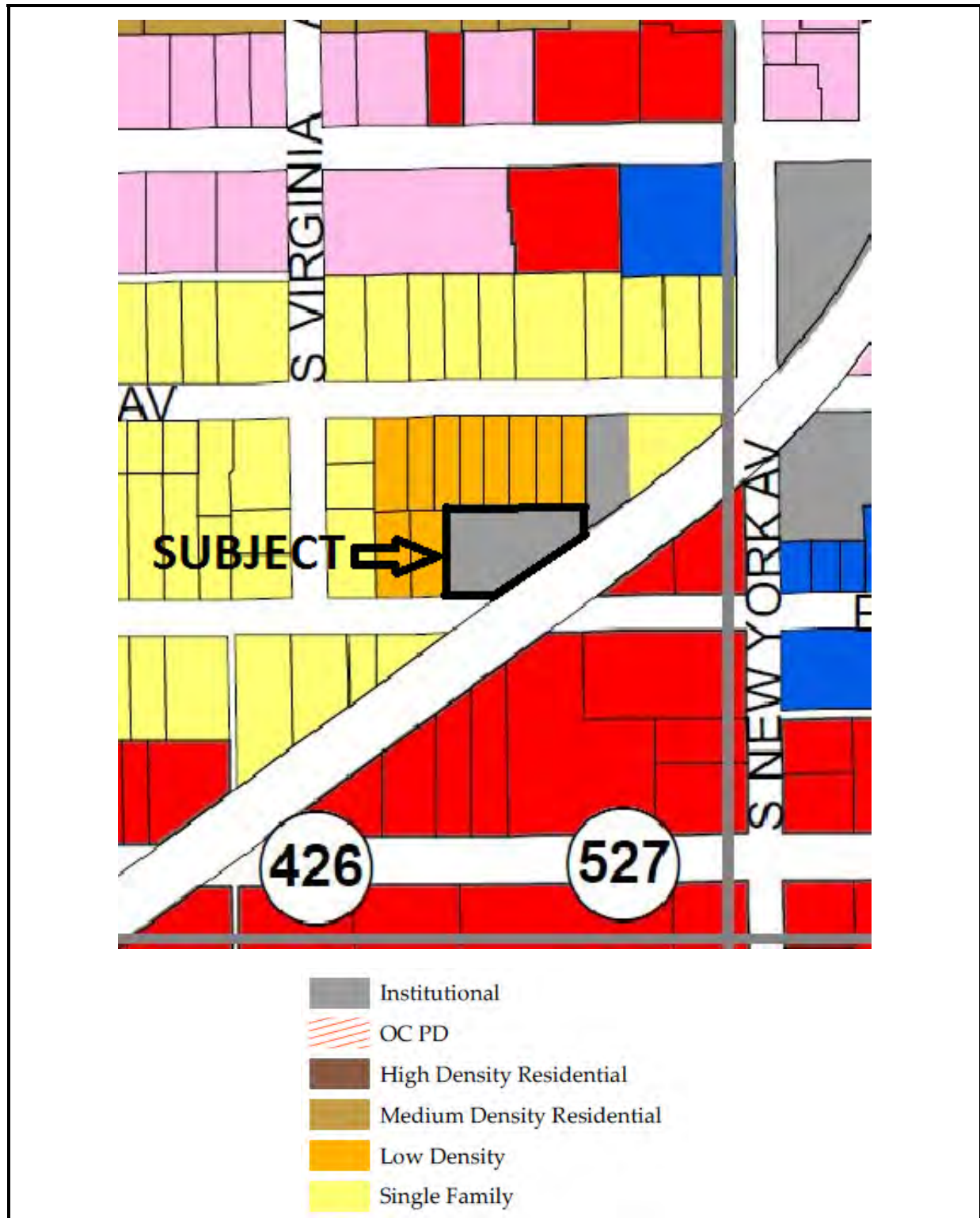
ANALYSIS AND CONCLUSION

The subject is vacant and is currently zoned for municipal use. As discussed, we have assumed a zoning change to a residential category, similar to surrounding development. Thus, our analysis of highest and best use and comparable sales utilized assume a zoning change to residential use, most likely R-1A or R-2, depending on density.

ZONING MAP



FUTURE LAND USE MAP



Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's assessed value, and taxes, and does not include any furniture, fixtures or equipment. We note that the subject is municipally owned and is currently **not taxed**. The estimated tax obligation, assuming private ownership, is shown below.

AD VALOREM TAX INFORMATION				
Assessor's Market Value	Parcel Description	2014	2015	Pro Forma
05-22-30-9400-68-031		\$521,775	\$521,775	
Subtotal		\$521,775	\$521,775	\$450,000
Assessed Value @		100%	100%	100%
		\$521,775	\$521,775	\$450,000
General Tax Rate	(per \$1,000 A.V.)	17.615800	16.798000	16.798000
Gross Taxes		\$9,191	\$8,765	\$7,559
Less: 4% Early Payment Discount		-\$368	-\$351	-\$302
Net Taxes		\$8,824	\$8,414	\$7,257
Source: Orange County Assessor's Office				

The local property appraiser uses cost, sales and income methods to establish value via mass appraisal techniques. A sale of the subject property is considered as part of their analysis. Properties are assessed as of January 1 of each year with taxes due the following March. A 4% discount is available for early payment in November.

We note that the Orange County Property Appraiser has assessed the subject for greater than our estimated market value. Therefore, we have utilized our estimated market value in the pro forma tax analysis. Additionally, our analysis assumes the subject is privately owned and subject to ad valorem taxes. Since the subject is municipally owned, current taxes are \$0.

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legally Permissible

The subject is municipally owned and is zoned PQP, Public Quasi-Public, with a Public Future Land Use, which were considered holding categories, until the property is ready for development. Winter Park Planning and Zoning authorities indicate a zoning change to a residential use, similar to surrounding properties is likely. An analysis of zoning possibilities performed by City staff was provided for our analysis. This analysis indicates the most likely zoning categories for development of the subject were R-1A, Single Family or R-2, Low Density Residential. A discussion of the most physically possible and financially feasible alternatives follows.

Physically Possible

The subject is irregular in shape with approximately 72 feet of frontage along W. Comstock Avenue and 155 feet of frontage/exposure along the CSX rail road right-of-way, containing 19,325 square feet. The property is served by all necessary utilities, and has an adequate shape and size, sufficient access, etc., to be one or as many as four separately developable sites. The size and shape of the site restrict potential development to two or potentially three units and proximity to the rail road right-of-way also reduces the desirability of the portion of the subject adjacent to the tracks.

We note the success of the recent townhome and detached single family residential development in the area as evidence for the physical possibility and financial feasibility of development.

Financially Feasible

Potential uses of the site include townhome or detached single family development. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, a zoning change to a residential use is considered likely. Additionally, the local residential market is expanding with strong demand for housing in proximity to downtown Winter Park.

Development of speculative new townhomes and detached single family residences began after the downturn in around 2012 and is best illustrated by the Lyman Avenue Villas, developed by David Weekley Homes. This project is located adjacent to the subject and includes both townhomes and detached single family homes. Finished pricing and recent resales are in the \$610,000 to \$690,000 range (\$300 to \$350 per SF). Based on an approximate 30% land value rule of thumb for finished homes, the lot values in these developments ranged from \$183,000 to \$207,000.

The comparable vacant residential lot sales researched for this assignment were all located in west Winter Park and occurred over the past year. These sales range from \$174,000 to \$280,000 per lot, or from about \$30 to \$45 per square foot of land area. The wide range of pricing is due to locational differences, with the upper end reflecting a premium for proximity to the redevelopment corridors along N. Pennsylvania and Denning Avenues, as well as W. Morse Boulevard. The lower end pricing is generally located along local side streets like N. Capen and Dunbar Avenues, or near the CSX rail road tracks.

The current pricing and number of recent vacant lot sales indicate speculative townhome and/or detached single family residential development is financially feasible in west Winter Park and note that pricing has increased approximately 5 to 10% over the past year.

Given the subject's location adjacent to the CSX rail road right-of-way, we would expect a value for the subject to be at or slightly below the lower end of the lot sales range.

Maximally Productive - Conclusion

The final test of highest and best use as vacant is that use which is maximally productive, yielding the highest return to the land. As noted in the following land valuation section, detached single family lots have an estimated value of around \$200,000, while attached townhome lots not impacted by proximity to the rail road tracts reflect an estimated value of around \$175,000. We would expect a lower unit lot price for subject.

Considering the irregular shape and rail road track frontage, the site could yield two single family lots (R-1A), or three townhome lots (R-2). This results in an overall value as two single family residential lots of \$400,000 (\$200,000 X 2), and an overall value as three townhome lots of about \$450,000 (\$150,000 X 3). Considering the rail road track influence, we would expect a lower individual lot value for the subject.

Based on the information presented above and contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development three townhome residential units.

Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of

a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

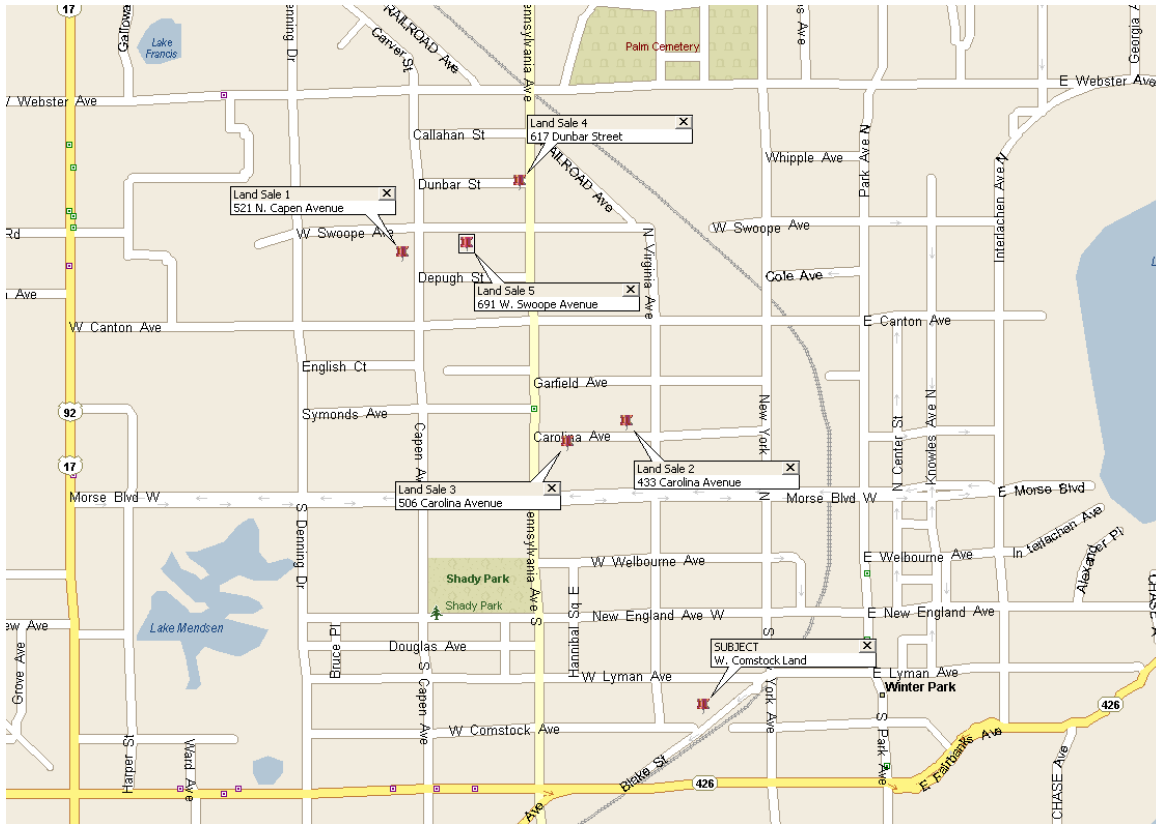
The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

METHODOLOGY APPLICABLE TO THE SUBJECT

For the purposes of this analysis, we have utilized the sales comparison approach. The income capitalization/subdivision development approach is typically used for larger residential sites that are feasible for immediate development. The other methodologies are used primarily when comparable land sales data is non-existent. Since there is good comparable data available the other approaches are not applicable and have not been used.

Land Value

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the Addenda.



SUMMARY OF COMPARABLE LAND SALES

No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Price Per Lot
1	521 N. Capen Avenue, Winter Park, FL	Sale	Jul-16	Redvelopment w/SRF	\$209,900	\$215,900	\$215,900
2	433 Carolina Avenue, Winter Park, FL	Sale	Mar-16	SFR	\$280,000	\$280,000	\$280,000
3	506 Carolina Avenue, Winter Park, FL	Sale	Oct-15	SFR	\$280,000	\$280,000	\$280,000
4	617 Dunbar Street, Winter Park, FL	Sale	Sep-15	SFR	\$180,000	\$180,000	\$180,000
5	691 W. Swoope Avenue, Winter Park, FL	Sale	Aug-15	SFR	\$174,000	\$174,000	\$174,000
Subject	301 W. Comstock Ave., Winter Park, Florida	---	---	Residential Development	---	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

The sales utilized represent the best vacant residential lot data available for comparison with the subject and were selected from the west Winter Park area. These sales were chosen based on date of sale, use, size and location.

DISCUSSION/ANALYSIS OF LAND SALES

Land Sale One

This sale is located along the west side of N. Capen Avenue, 100 feet south of W. Swoope Avenue in Winter Park, Florida. The property is a 50' x 120' residential lot (6,000 SF) that was purchased for speculative redevelopment. The site is improved with a 1,026 square foot single family residence that was constructed in 1940 and reported to have no contributory value. The cost of demolition is estimated to be \$6,000, with the buyer planning to construct a 2,300 square foot single family residence with an anticipated price ranging from \$250-\$300/SF (\$575,000-\$690,000).

Land Sale Two

This sale is located along the north side of Carolina Avenue, 150 feet west of S. Virginia Avenue in Winter Park, Florida. The property contains a 50' x 120' residential lot that had been cleared for speculative development. The site location reflects a premium in west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Land Sale Three

This sale is located along the south side of Carolina Avenue, 237 feet east of N. Pennsylvania Avenue in Winter Park, Florida. The property contains a 50' x 135' residential lot that had been cleared for speculative development. The site has good depth that includes 1/2 of a vacated ROW. This area reflects a locational premium for west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Land Sale Four

This sale is located along the north side of Dunbar Street, 60 feet west N. Pennsylvania Avenue, In Winter Park, Florida. The property contains a 60' x 103' residential lot that had been cleared for speculative residential development. It is zoned R-1A and allows a maximum FAR of 43%.

Land Sale Five

This sale is located along the north side of W. Swoope Avenue, 180 feet east of N. Capen Avenue in Winter Park, Florida. This property contains a 60' x 103' single family residential lot that had been cleared and was available for speculative development. The site is zoned R-1A with a maximum floor area of 43% and was purchased by the adjacent property owner.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jul-16	Mar-16	Oct-15	Sep-15	Aug-15	---
Proposed Use	Redevelopment w/SRF	SFR	SFR	SFR	SRF	
Actual Sale Price	\$209,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Adjusted Sale Price ¹	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Size (Acres)	0.14	0.14	0.16	0.14	0.14	0.44
Size (SF)	6,000	6,000	6,750	6,180	6,180	19,325
Zoning	R-1A	R-1A	R-1A	R-1A	R-1A	R-2
Maximum FAR	0.43	0.43	0.43	0.43	0.43	0.55
Price Per SF	\$35.98	\$46.67	\$41.48	\$29.13	\$28.16	---
Price Per Lot	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Price Per Lot	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	5%	5%	
Subtotal	\$215,900	\$280,000	\$280,000	\$189,000	\$182,700	
Size	0%	0%	0%	0%	0%	
Shape	0%	0%	0%	0%	0%	
Corner	0%	0%	0%	0%	0%	
Frontage	-15%	-15%	-15%	-15%	-15%	
Topography	0%	0%	0%	0%	0%	
Location	0%	-20%	-20%	0%	0%	
Zoning/Density	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	
Total Other Adjustments	-15%	-35%	-35%	-15%	-15%	
Value Indication for Subject	\$183,515	\$182,000	\$182,000	\$160,650	\$155,295	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION

The comparable lot sales were all vacant residential lots located in west Winter Park that have occurred within the past year.

Sale 1 is a recent sale located along N. Capen Avenue that was purchased for speculative development. This sale was adjusted downward for superior frontage and has generally similar neighborhood influences, but is not impacted by rail proximity. Thus, after adjustment, we would expect a lower individual lot price for the subject.

Sales 2 and 3 are located along Carolina Avenue and were adjusted downward for superior frontage and downward for superior location in a more desirable area for development near W. Morse Boulevard. After adjustment, these sales were generally superior and we would expect a lower individual lot price for the subject.

Sale 4 is located along Dunbar Street and was adjusted upward for market conditions that were inferior to current conditions and downward for superior frontage. This sale is the closet in

proximity to the CSX right of way, but is less impacted by the tracks than the subject. Additionally, surrounding development is primarily older residences, compared to new residential development adjacent to the subject. Thus, after adjustment, we would expect a slightly lower individual lot price for the subject.

Sale 5 was located along W. Swoope Street and was also adjusted upward for inferior market conditions and downward for superior frontage. Existing development surrounding this sale is also older residences compared to the newer residential homes adjacent to the subject. After adjustment, we would expect a slightly lower individual lot price for the subject.

Overall, Sale 1 is the most current sale and was considered slightly superior to the subject with no rail influence. Sales 2 and 3 were superior due to location and set the upper end of the adjusted price range. Sales 4 and 5 are generally similar in location with no rail influence but inferior surrounding development setting the lower adjusted price range. In conclusion, a lot indication at or slightly below the lower end of the range was most appropriate. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE				
Price Per Lot		No. Subject Lots		Total
\$150,000	x	3	=	\$450,000
\$155,000	x	3	=	\$465,000
Indicated Value:				\$450,000
Rounded Per Lot				\$150,000
Compiled by CBRE				

Reconciliation of Value

In the sales comparison approach, the subject site is compared to similar vacant lots that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are highly comparable to the subject, and required adjustments based on reasonable rationale. In addition, market participants are currently analyzing purchase prices on other properties as they relate to available substitutes in the market. Therefore, the sales comparison approach provides the most reliable value indication.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Property Name N. Capen Avenue Lot
 Address 521 N. Capen Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-1-30-1168-03-012

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.138	6,000
Land Area Gross	0.138	6,000

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 13,953.49:1
 Maximum Density N/A

Frontage Distance/Street 50 ft N. Capen

General Plan N/A
 Specific Plan Speculative SFR
 Zoning R-1A
 Entitlement Status N/A

Sale Summary

Recorded Buyer	Blue Star Home Solutions, Inc.	Marketing Time	2 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Tarpen X, LLC	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Richard Rutledge 407-641-1591

Interest Transferred Fee Simple/Freehold
 Current Use SRF
 Proposed Use Redvelopment w/SRF
 Listing Broker Jeff Hamilton
 Selling Broker Richard Rutledge
 Doc # 20160379790

Type	Sale
Date	7/20/2016
Sale Price	\$209,900
Financing	All Cash
Cash Equivalent	\$209,900
Capital Adjustment	\$6,000
Adjusted Price	\$215,900

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
07/2016	Sale	Blue Star Home Solutions, Inc.	Tarpen X, LLC	\$209,900	N/A



Sale	Land - Single Unit Residential	No. 1
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Units of Comparison

\$35.98 / sf	N/A / Unit
\$1,567,901.23 / ac	N/A / Allowable Bldg. Units
	\$502,093.02 / Building Area

Financial

No information recorded

Map & Comments



This sale is located along the west side of N. Capen Avenue, 100 feet south of W. Swoope Avenue in Winter Park, Florida. The property is a 50' x 120' residential lot (6,000 SF) that was purchased for speculative redevelopment. The site is improved with a 1,026 square foot single family residence that was constructed in 1940 and reported to have no contributory value. The cost of demolition is estimated to be \$6,000, with the buyer planning to construct a 2,300 square foot single family residence with an anticipated price ranging from \$250-\$300/SF (\$575,000-\$690,000).

Property Name Carolina Lot
 Address 433 Carolina Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 05-22-30-9400-24-230

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.138	6,000
Land Area Gross	0.138	6,000

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 13,953.49:1
 Maximum Density N/A

Frontage Distance/Street 50 ft Carolina Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Athos Properties, LLC	Marketing Time	6 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Norma English	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use SFR
 Listing Broker David Tanner
 Selling Broker Miquel Kaled, Jr.
 Doc # 20160155323

Type	Sale
Date	3/17/2016
Sale Price	\$280,000
Financing	Cash to Seller
Cash Equivalent	\$280,000
Capital Adjustment	\$0
Adjusted Price	\$280,000

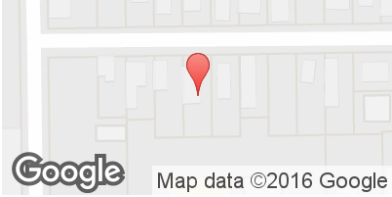
Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
03/2016	Sale	Athos Properties, LLC	Norma English	\$280,000	N/A
10/2015	Sale	Steven Lazor	Carlos Sagami	\$280,000	N/A

Units of Comparison		
	\$46.67 / sf	N/A / Unit
	\$2,033,405.95 / ac	N/A / Allowable Bldg. Units
		\$651,162.79 / Building Area

Financial
No information recorded

Map & Comments



This sale is located along the north side of Carolina Avenue, 150 feet west of S. Virginia Avenue in Winter Park, Florida. The property contains a 50' x 120' residential lot that had been cleared for speculative development. The site location reflects a premium in west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Property Name Carolina Lot
 Address 506 Carolina Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 05-22-30-9400-32-080

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.155	6,750
Land Area Gross	0.155	6,750

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 15,697.67:1
 Maximum Density N/A

Frontage Distance/Street 50 ft Carolina Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Steven Lazor	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Carlos Sagami	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use SFR
 Listing Broker David Tanner
 Selling Broker N/A
 Doc # 2015558737

Type	Sale
Date	10/2/2015
Sale Price	\$280,000
Financing	Cash to Seller
Cash Equivalent	\$280,000
Capital Adjustment	\$0
Adjusted Price	\$280,000

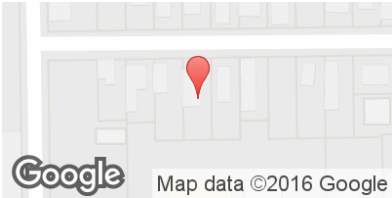
Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
10/2015	Sale	Steven Lazor	Carlos Sagami	\$280,000	N/A

Sale	Land - Single Unit Residential	No. 3
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Units of Comparison		
	\$41.48 / sf	N/A / Unit
	\$1,806,451.61 / ac	N/A / Allowable Bldg. Units
		\$651,162.79 / Building Area

Financial
No information recorded

Map & Comments
<div>  </div> <div> <p>This sale is located along the south side of Carolina Avenue, 237 feet east of N. Pennsylvania Avenue in Winter Park, Florida. The property contains a 50' x 135' residential lot that had been cleared for speculative development. The site has good depth that includes 1/2 of a vacated ROW. This area reflects a locational premium for west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.</p> </div>

Property Name Dunbar St. Residential Lot
 Address 617 Dunbar Street
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-30-1212-02-190

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.142	6,180
Land Area Gross	0.142	6,180

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 14,372.09:1
 Maximum Density N/A

Frontage Distance/Street 60 ft Dunbar Street

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Geartrn Associates, Inc.	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Windermere-Winter Park Ventures, LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker Christine Glenman
 Selling Broker David Tanner
 Doc # 10987-514


Type	Sale
Date	9/21/2015
Sale Price	\$180,000
Financing	Cash to Seller
Cash Equivalent	\$180,000
Capital Adjustment	\$0
Adjusted Price	\$180,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
09/2015	Sale	Geartrn Associates, Inc.	Windermere-Winter Park Ventures, LLC	\$180,000	N/A

Units of Comparison		
	\$29.13 / sf	N/A / Unit
	\$1,268,498.94 / ac	N/A / Allowable Bldg. Units
		\$418,604.65 / Building Area

Financial
No information recorded

Map & Comments
<div>  <p>This sale is located along the north side of Dunbar Street, 60 feet west N. Pennsylvania Avenue, In Winter Park, Florida. The property contains a 60' x 103' residential lot that had been cleared for speculative residential development. It is zoned R-1A and allows a maximum FAR of 43%.</p> </div>

Property Name W. Swoope Avenue Lot
 Address 691 W. Swoope Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-30-1212-03-140

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.142	6,180
Land Area Gross	0.142	6,180

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 14,372.09:1
 Maximum Density N/A

Frontage Distance/Street 60 ft W. Swoope Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Palindrome One, LLC	Marketing Time	2 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Windermere-Winter Park Ventures. LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use N/A
 Listing Broker Christine Gelman
 Selling Broker David Tanner
 Doc # 10973-291


Type	Sale
Date	8/21/2015
Sale Price	\$174,000
Financing	Cash to Seller
Cash Equivalent	\$174,000
Capital Adjustment	\$0
Adjusted Price	\$174,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
08/2015	Sale	Palindrome One, LLC	Windermere-Winter Park Ventures. LLC	\$174,000	N/A

Units of Comparison		
	\$28.16 / sf	N/A / Unit
	\$1,226,215.64 / ac	N/A / Allowable Bldg. Units
		\$404,651.16 / Building Area

Financial
No information recorded

Map & Comments
<div>  <p>This sale is located along the north side of W. Swoope Avenue, 180 feet east of N. Capen Avenue in Winter Park, Florida. This property contains a 60' x 103' single family residential lot that had been cleared and was available for speculative development. The site is zoned R-1A with a maximum floor area of 43% and was purchased by the adjacent property owner..</p> </div>

Addendum B

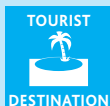
LEGAL DESCRIPTION

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9
BLK 68, ORANGE COUNTY, FLORIDA.

Addendum C

PRÉCIS METRO REPORT - ECONOMY.COM, INC.

ECONOMIC DRIVERS



EMPLOYMENT GROWTH RANK

2015-2017
16
1st quintile

2015-2020
9
1st quintile

Best=1, Worst=408

RELATIVE COSTS

LIVING
101%

BUSINESS
100%

U.S.=100%

VITALITY

RELATIVE
127%

RANK
26

U.S.=100%

Best=1, Worst=401

BUSINESS CYCLE STATUS



STRENGTHS & WEAKNESSES

STRENGTHS

- » Natural and historical advantages for tourism.
- » Strong demographics thanks to in-migration.
- » Ample job opportunities in services.
- » Plentiful land for development.

WEAKNESSES

- » Sensitivity to national and international economic conditions.
- » Stubbornly high foreclosure inventory.

FORECAST RISKS

SHORT TERM



LONG TERM


RISK EXPOSURE
2016-2021

16

1st quintile

Highest=1
Lowest=401

UPSIDE

- » In-migration revs up ahead of expectations.
- » Housing revival occurs sooner and is more powerful than expected.
- » SunRail creates more jobs than expected.

DOWNSIDE

- » Upgrades to public infrastructure fail to match private sector growth.
- » Sluggish business confidence inhibits hiring.
- » Dollar rises, hindering international tourism.

MOODY'S RATING

Aa2

COUNTY
AS OF MAY 20, 2013

ANALYSIS

Recent Performance. Orlando-Kissimmee-Sanford is making good progress. Job growth in the economy is above average, and the unemployment rate is down to 4.6%, the lowest in nine years. Wage growth, however, has been weak. Hourly earnings in private industries rose steadily in the first few years of the recovery but have struggled to break new ground since 2014. Wage growth has been weak because half of the private sector jobs created in the last year have been low-wage jobs in leisure/hospitality, administration and retail. The housing market has picked up significantly. Housing starts are up 50% from a year earlier, and construction employment is rising at a double-digit annual rate. House prices, meanwhile, grew around 7% last year, a bit slower than in the rest of Florida but faster than the nationwide pace.

Public infrastructure. Several productivity-enhancing infrastructure projects augur well for longer-term growth. This includes the 21-mile renovation of the metro area's major thoroughfare, known as the I-4 Ultimate project. This six-year, \$2.3 billion overhaul will widen and replace overpasses and add four express lanes with dynamic toll pricing to the interstate. By 2018, the area will also complete a \$1.1 billion airport expansion that will increase capacity at the North Terminal and add an intermodal rail station that will enable airline passengers to transfer to local and regional trains. Next month, officials will break ground on Phase 2 of SunRail, the area's 2-year-old commuter rail line. The \$190 million extension is vital because it will add service to the area's largest suburban job centers. These projects have contributed to the surge in construction employment, and this growth will continue.

Central Florida's new heart. Over the next 10 years, total employment in ORL will surpass that in Tampa, the metro area's Central Florida rival, for the first time. ORL's workforce is growing

more quickly because its pivotal leisure and hospitality industry is labor-intensive. For instance, Walt Disney World employs the nation's largest number of private workers at a single site. With many expansions planned or under construction, job growth at the area's theme parks will be strong for several years. The area also benefits from public infrastructure that makes the local labor force more productive than Tampa's, including a larger airport, a more extensive highway network, a commuter rail system, and the country's largest university campus by undergraduate enrollment.

Puerto Rican exodus. Among metro areas with more than 1 million residents, ORL's population growth is the nation's second-fastest after that of Austin TX and will strengthen further in coming years. The financial crisis in Puerto Rico is helping to fuel faster population growth. Florida's Puerto Rican population has doubled since 2000, and if current migration patterns persist, Florida will overtake New York as the U.S. state with the most transplants from the island within 10 years.

The influx of migrants is good news for ORL's employers. About 70% of Puerto Rico's migrants to Florida have relocated to ORL; this exodus consists mainly of 18- to 44-year-olds, and a significant number of them are college educated. But these new residents spell trouble for the area's employees because they will bring new competition to the labor force and depress wage growth.

Orlando-Kissimmee-Sanford will build on last year's solid economic growth as abundant job opportunities for skilled and unskilled labor, moderate costs, robust in-migration, and a thriving tourism industry will enable the metro area to outperform the state and the nation this year and next. A rebound in the housing market and theme park expansions will limit slowing into the decade's end.

Kwame Donaldson

March 2016

1-866-275-3266

help@economy.com

2010	2011	2012	2013	2014	2015	INDICATORS	2016	2017	2018	2019	2020	2021
100.9	101.0	102.6	105.8	109.7	114.8	Gross metro product (C09\$ bil)	121.0	128.7	136.3	142.7	148.7	155.4
0.4	0.1	1.7	3.1	3.8	4.6	% change	5.4	6.4	5.9	4.7	4.2	4.5
992.4	1,005.3	1,031.8	1,065.7	1,109.5	1,156.0	Total employment (ths)	1,198.3	1,239.9	1,283.1	1,315.8	1,336.3	1,356.0
-0.5	1.3	2.6	3.3	4.1	4.2	% change	3.7	3.5	3.5	2.6	1.6	1.5
10.9	9.8	8.2	6.8	5.8	5.1	Unemployment rate (%)	4.4	3.9	3.2	3.2	3.4	3.6
4.2	5.7	3.2	2.5	5.9	5.9	Personal income growth (%)	7.0	9.8	10.5	8.4	6.7	6.7
46.5	46.2	46.4	47.1	48.3	50.3	Median household income (\$ ths)	52.0	54.2	57.0	59.1	60.6	62.2
2,139.4	2,175.8	2,225.5	2,270.4	2,322.9	2,385.9	Population (ths)	2,458.3	2,537.2	2,620.8	2,706.9	2,794.8	2,881.0
1.3	1.7	2.3	2.0	2.3	2.7	% change	3.0	3.2	3.3	3.3	3.2	3.1
14.8	24.8	37.2	33.3	39.7	51.2	Net migration (ths)	60.4	66.8	71.2	73.7	75.2	73.6
4,221	4,533	7,322	9,222	9,806	12,309	Single-family permits (#)	16,421	23,206	26,341	26,860	26,746	27,779
1,033	1,972	4,684	6,341	6,309	7,488	Multifamily permits (#)	10,622	14,331	12,793	10,109	10,343	11,263
164.9	149.6	147.0	161.3	178.9	195.4	FHFA house price (1995Q1=100)	206.5	213.2	214.3	214.5	217.2	222.6

ECONOMIC HEALTH CHECK

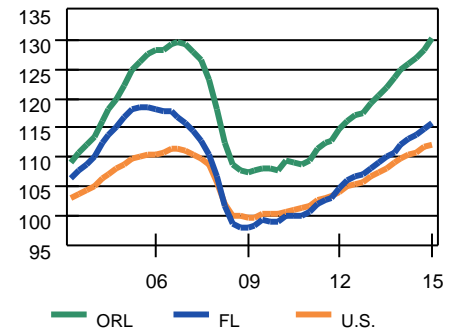
3-MO MA

	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16
Employment, change, ths	4.6	3.9	3.9	3.7	4.7	4.2
Unemployment rate, %	5.0	4.9	4.8	4.7	4.6	4.5
Labor force participation rate, %	63.6	63.7	63.9	64.1	64.4	64.8
Employment-to-population ratio, %	60.4	60.6	60.8	61.1	61.5	61.8
Average weekly hours, #	35.0	35.0	34.9	34.8	34.9	34.8
Industrial production, 2007=100	105.3	105.4	105.1	104.7	104.5	104.3
Residential permits, single-family, #	12,590	13,222	13,767	13,721	13,556	13,987
Residential permits, multifamily, #	10,673	8,950	9,160	7,511	9,386	12,873
<div> <div>Better than prior 3-mo MA</div> <div>Unchanged from prior 3-mo MA</div> <div>Worse than prior 3-mo MA</div> </div>						

Sources: BLS, Census Bureau, Moody's Analytics

BUSINESS CYCLE INDEX

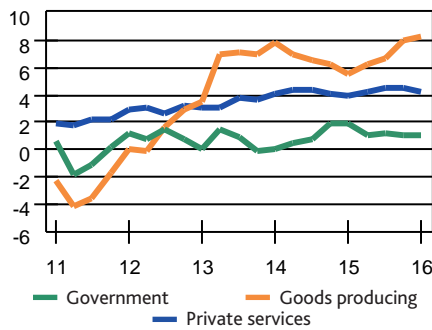
JAN 2002=100



Source: Moody's Analytics

CURRENT EMPLOYMENT TRENDS

% CHANGE YR AGO



Sources: BLS, Moody's Analytics

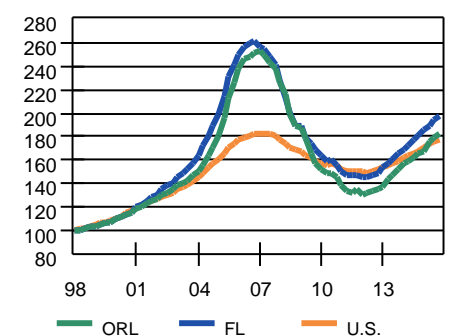
% CHANGE YR AGO, 3-MO MA

	Jun 15	Oct 15	Feb 16
Total	4.1	4.3	4.6
Construction	8.0	8.4	12.6
Manufacturing	3.8	3.9	7.0
Trade	3.3	3.6	2.5
Trans/Utilities	6.4	7.6	7.6
Information	1.8	-0.0	-2.3
Financial Activities	2.1	2.1	0.4
Prof & Business Svcs.	5.9	6.8	7.5
Edu & Health Svcs.	5.6	5.2	3.9
Leisure & Hospitality	3.3	3.4	4.7
Other Services	6.6	6.6	6.5
Government	1.1	1.1	1.5

Sources: BLS, Moody's Analytics

HOUSE PRICE

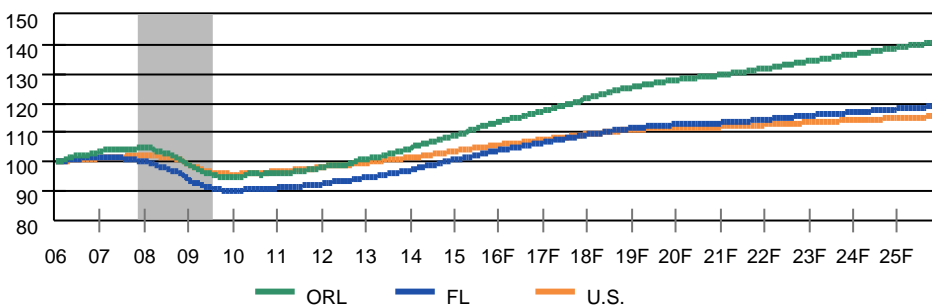
1998Q1=100, NSA



Sources: FHFA, Moody's Analytics

RELATIVE EMPLOYMENT PERFORMANCE

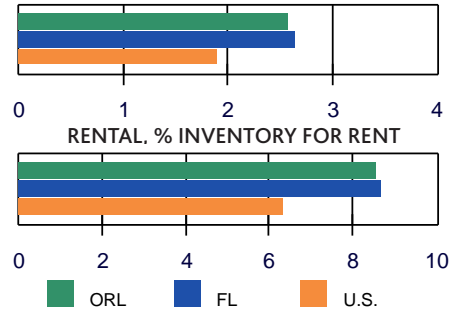
JAN 2006=100



Sources: BLS, Moody's Analytics

VACANCY RATES

HOMEOWNER, % HOUSES FOR SALE



Sources: Census Bureau, ACS, Moody's Analytics, 2014

BUSINESS COSTS

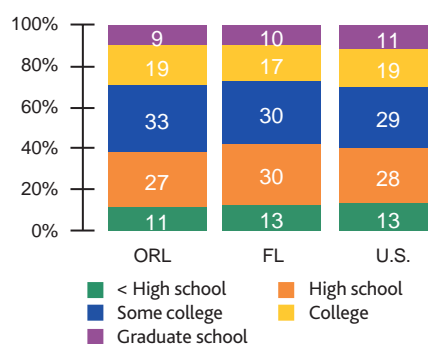
U.S.=100



Source: Moody's Analytics

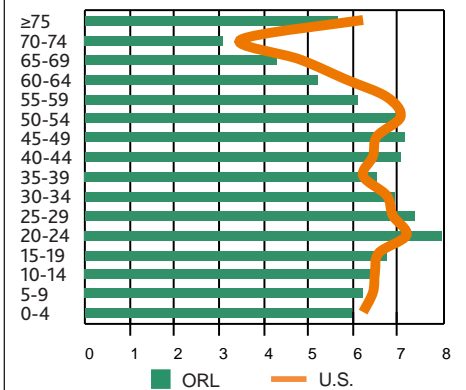
EDUCATIONAL ATTAINMENT

% OF ADULTS 25 AND OLDER

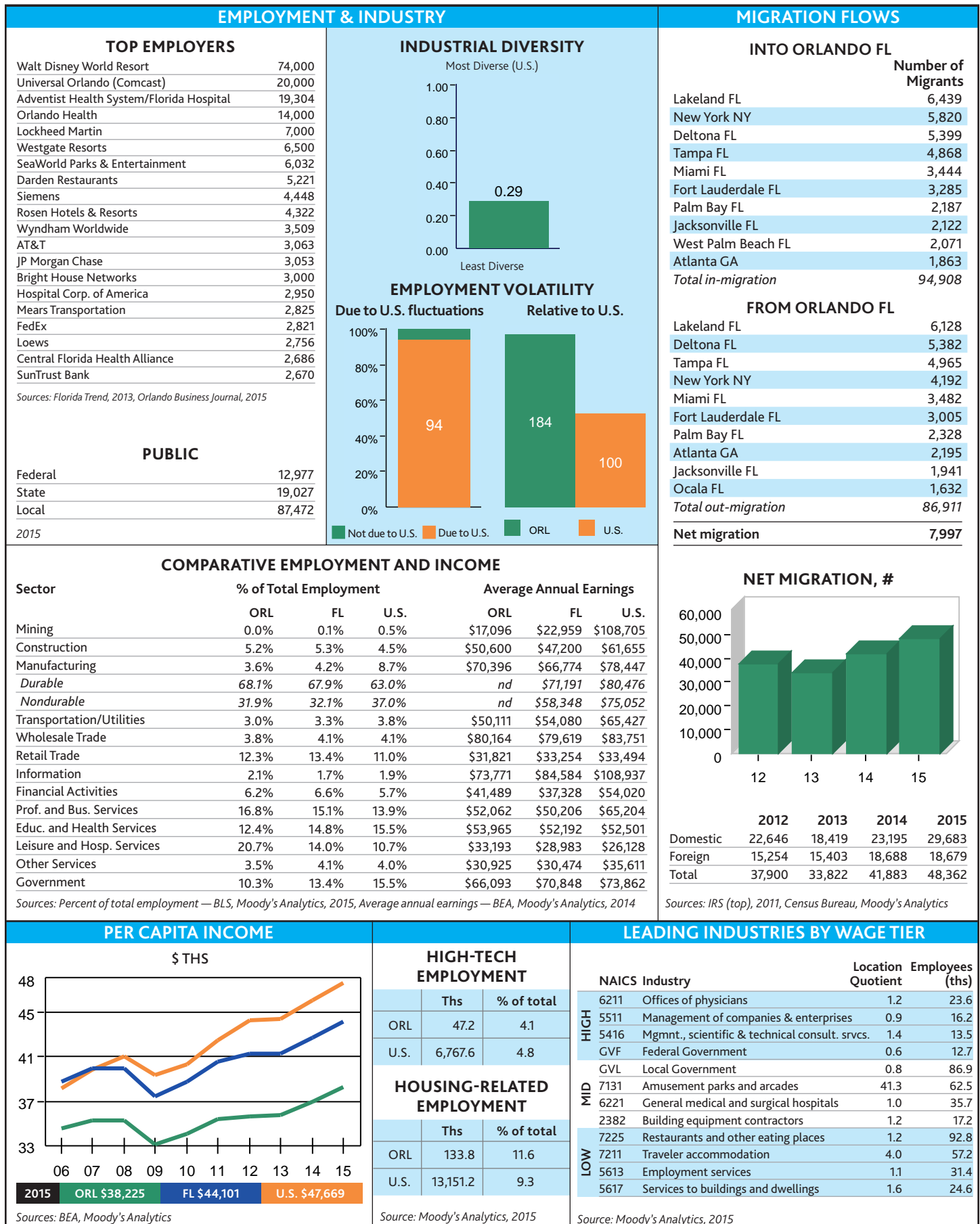


Sources: Census Bureau, Moody's Analytics, 2014

POPULATION BY AGE, %



Sources: Census Bureau, Moody's Analytics, 2014



Addendum D

CLIENT INFORMATION

BLAKE YARD – ZONING POSSIBILITIES

The city-owned Blake Yard property at 301 W. Comstock Avenue is 19,325 square feet in size with 38 feet of paved frontage on Comstock Avenue. There will need to be some form of shared driveway access from Comstock for any future redevelopment, either a common driveway or an access alley as was done for the David Weekly homes. The future zoning possibilities are:

Single Family (R-1A): The R-1A zoning requires 8,500 square foot lot size minimums, so this property would yield two (2) conforming single family home lots. The existing character of Comstock Avenue is single family homes on smaller lots. The adjacent properties to the west are the two new David Weekly single family homes on 50 foot wide lots of 6,250 square feet. It could be possible to rezone to R-1A and provide a variance to the lot size of 6,440 square feet for each future lot to then yield three (3) single family homes that would be on lots of comparable size to the existing homes on Comstock Avenue. Each lot then would yield a maximum house size of 2,769 square feet including garage under the R-1A maximum FAR of 43%.

Low Density (R-2): The R-2 zoning allows up to a maximum of one unit for each 4,000 square feet of land area, so the Blake Yard property could yield a maximum of four (4) units. Those four (4) units could be in one unified building or two duplexes. To the rear of the Blake Yard property are the David Weekly duplexes (attached townhomes) of eight total units built as four duplexes. Based on the maximum 55% FAR in the R-2 zoning, the future townhouse units could be up to 2,657 square feet in size including garage. Given the shape and dimensions of the Blake Yard property it may be very difficult to site plan the full four units, each with a two car garage and access to them via common alley and to provide space for storm water retention for the driveway/alleys, plus two visitor parking spaces. Three units may be a more realistic yield given those development limitations.

VALUATION & ADVISORY SERVICES



CBRE, Inc.
200 S. Orange Avenue, Suite 2100
Orlando, FL 32801

August 10, 2016

Brian Finnell, MAI, CCIM
Managing Director

Peter Moore
Manager - Budget/Perf. Management
CITY OF WINTER PARK
401 Park Avenue South
Winter Park, FL 32789
Phone: 407.599.3567
Email: PMoore@cityofwinterpark.org

RE: Assignment Agreement
Vacant Land
301 West Comstock Avenue
Winter Park, FL 32789

Dear Mr. Moore:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making purposes
Intended User:	The intended user is CITY OF WINTER PARK, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	CBRE will conduct a physical inspection of the subject property, as well as its surrounding environs on the effective date of appraisal.
Valuation Approaches:	Only the Sales Comparison Approach will be completed.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$1,800

Peter Moore
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August 10, 2016

Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report. We will invoice you for the assignment in its entirety at the completion of the assignment.
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to PMoore@cityofwinterpark.org.
Delivery Schedule:	
Preliminary Value:	Not Required
Draft Report:	On or before 2 weeks from the Start Date
Final Report:	Upon Client's request
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 3 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Brian Finnell, MAI, CCIM
Managing Director
As Agent for CBRE, Inc.
Cert Gen RZ914
T 407.839.3117
Brian.L.Finnell@cbre.com

Peter Moore
 Assignment Agreement
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 August 10, 2016

AGREED AND ACCEPTED

FOR CITY OF WINTER PARK:

<div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;"><i>Randy Knight</i></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Randy Knight</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">4075993235</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Phone Number</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">8/16/2016 8:13 AM PDT</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Date</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">City Manager</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">rknight@cityofwinterpark.org</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">E-Mail Address</div>
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ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

Peter Moore
 Assignment Agreement
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 August 10, 2016

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement and any exhibits, and performance of services hereunder shall be in Orange County, Florida before County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear their own attorneys' fees and costs in any litigation arising out of this Agreement, except as otherwise provided in any indemnification clause in the Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.

Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
4. Client shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Appraiser on the occurrence of fraud or the willful misconduct of Appraiser, its employees or agents, or without cause upon 30 days' written notice. In the event Client terminates this Agreement without cause, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500.
5. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any

Peter Moore
 Assignment Agreement
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representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

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Page 6 of 7
August 10, 2016

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report , in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report.
17. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Addendum E

QUALIFICATIONS

PROFESSIONAL PROFILE



BRENT MATTHEWS

Senior Appraiser

Valuation and Advisory Services

T. +1 407 839-3174

F. +1 407 839-3132

brent.matthews@cbre.com

www.cbre.com/Brent.Matthews

CLIENTS REPRESENTED

- Bank of America Merrill Lynch
- CNL Bank
- Commerce National Bank
- Cox Enterprises
- Fifth Third Bank
- KTR
- LaSalle Investment Group
- McCoy Federal
- Old Florida National Bank
- Orix
- Prologis
- Seaside National Bank
- Silverarch Capital Partners
- State Bank & Trust
- SunTrust
- US Century Bank

Brent Matthews is a Senior Appraiser with more than 25 years of appraisal and consulting experience. His background includes a wide breadth of experience including appraising and consulting assignments throughout Florida, concentrating primarily in North, South and Central Florida, as well as the coastal areas.

Mr. Matthews specializes in land, institutional, industrial, office and special use properties at CBRE. He also has significant experience in single family, retail, net lease, eminent domain and litigation assignments.

He is a Certified General Real Estate Appraiser in the State of Florida and a Candidate for Designation of the Appraisal Institute. His clients include local banks and credit unions, large national lending institutions, developers, corporate property owners and attorneys, as well as city, county and state agencies.

REPRESENTATIVE ASSIGNMENTS

Property	Description	Location
■ Reunion Land & Resort	Resort Land	Orlando, FL
■ Brevard Crossings	Mixed-Use Land	Cocoa, FL
■ KTR Industrial Portfolio	Industrial	Lake Mary, FL
■ Mayflower Office Building	Suburban Office	Altamonte Springs, FL
■ ValleyCrest Industrial	Land and Industrial	Groveland, FL
■ Pinecastle Methodist Church & School	Institutional	Belle Isle, FL
■ Second Harvest Food Headquarters	Special Use	Orlando, FL
■ COMCAR Portfolio	Institutional	Orlando, FL
■ Venezia	Residential Land	Howey in the Hills, FL

CREDENTIALS

Professional Affiliations/Accreditations/Certifications

- Certified General Real Estate Appraiser, State of Florida, RZ1809
- Appraisal Institute, Candidate for Designation

EDUCATION

- University of South Carolina, Columbia, South Carolina, Bachelor of Science; Finance and Marketing
- Valencia Community College, Orlando, Florida, Associate of Arts
- Wofford College, Spartanburg, South Carolina



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ1809

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

MATTHEWS, BRENT EDWARD
603 HILLCREST STREET
ORLANDO FL 32803



ISSUED: 12/07/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412070001756

PROFESSIONAL PROFILE



BRIAN FINNELL, MAI, CCIM

Managing Director
Orlando–Jacksonville
Valuation and Advisory Services

T. +1 407 8393117

brian.l.finnell@cbre.com

www.cbre.com/Brian.L.Finnell

CLIENTS REPRESENTED

- 5/3 Bank
- Banco Popular
- Bank of America Merrill Lynch
- Bank United
- BB&T Bank
- KeyBank
- LNR Partners
- Mercantil
- PNC Bank
- Principal
- Prudential
- Regions Bank
- Sabadell
- Sovereign Bank
- SunTrust Bank
- TD Bank

Brian Finnell is a Managing Director within the Valuation & Advisory Services' Florida/Caribbean Valuation Group. The Florida/Caribbean Group has offices in Miami, Boca Raton, West Palm Beach, Naples, Jacksonville, Orlando, Tallahassee, Pensacola and Tampa. Mr. Finnell primarily oversees the Orlando and Jacksonville offices but regularly directs assignments throughout Florida.

During his 30 year career, Mr. Finnell has performed appraisal assignments throughout the United States and has experience on a wide variety of property types, with a specialty in investment-grade multifamily, office, industrial and retail. He has extensive experience in reviewing appraisal reports for compliance with OCC, USPAP and FIREEA, and has testified as an expert witness in Circuit, State and U.S. Courts. In addition, Mr. Finnell has significant recent experience in investment property sales and underwriting with nationally recognized investment banking and brokerage firms.

CREDENTIALS

Professional Affiliations/Accreditations/Certifications

- Appraisal Institute - Designated Member (MAI), Certificate No. 9611
- Certified General Real Estate Appraiser, State of Florida, RZ914
- Commercial Investment Real Estate Institute, Member (CCIM)

EDUCATION

- Florida State University, Tallahassee, FL, Bachelor of Science, Real Estate, 1984

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD



LICENSE NUMBER

RZ914

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

FINNELL, BRIAN LEE
200 S. ORANGE AVENUE
SUITE 2100
ORLANDO FL 32801



ISSUED: 10/21/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410210003122

Sydney Bellows

From: Dan <w1454@aol.com>
Sent: Friday, April 14, 2017 3:16 PM
To: Sydney Bellows
Subject: Dori Stone, planning Dept. "301 W. Comstock ave Winter Park, Fla" NOD

Hello Dori, I have been traveling and return tomorrow. I was sorry to hear the city has taken the position to not accept the high bid from the sealed bid process as advertised with the notice of disposal regarding the "Blake yard". There were several compatibility items included in our HIGH bid:

Maintained the oak trees on the western property line Provided the opportunity for the DW town homes to acquire additional parking.

No garages facing the train track or seen from Comstock or Lyman ave.

Maintain two stories, four units.

Please note that the low bid offer shows in there site plan design the eastern court yard wall and all of the adjacent green space to the east is actually all on the neighboring property owned by others.

With this said and because of the modified bid procedure requested by the commission, the bid from WPRA, Ltd is increased to \$450,000. and or \$1,000. above any bid that should come in above \$450,000. If any.

Daniel B. Bellows
Sydgan Corporation
PO Box 350
Winter Park, Fla 32790-0350
Sent from my iPad



April 14, 2017

City of Winter Park

Dori Stone
401 Park Avenue South
Winter Park, FL 32789

RE: Blake Yard Development – Revised Bid

Rowland & Company LLC is pleased to provide the City of Winter Park with this proposal for the purchase and planned development at the Blake Yard site located at 301 W. Comstock Avenue.

Rowland & Company has teamed with the designers of Phil Kean Design Group to produce what we think will be a magnificent development concept at the proposed site.

Rowland & Company is the bidder for this parcel. If awarded, Rowland & Company will be the general contractor and developer. Phil Kean will be the architect of record.

The proposed development is illustrated with 3D renderings in this proposal package. You will find 4 townhouse units each having 2100 heated/cooled square feet. Each unit also includes a 2-car garage that will be approximately 400 s.f. each.

The Blake Yard Townhouses will be styled in a wonderful combination of mid-century architecture with Florida cultural influences. Each unit will have a swimming pool deck above the garage, thus reducing the impervious area that would otherwise be lost due to hardscape. Floor to ceiling storefront systems will be designed to maximize the light at the sleek south elevations. The south elevations are further designed with stacked stone accent walls that couple as rated demising walls from unit to unit. Black Iron Spiral Staircases are visible on the pool deck as well as glass railing to maximize visibility and light.

It is intended that this development will be an exclusive residential experience that includes a 6' high concrete block wall with stucco around the site perimeter as well as an electric gate at the primary entrance. The project is further planned to include both stone hardscape

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1460 MINNESOTA AVE WINTER PARK, FLORIDA 32789 PH: 407-839-3222

WWW.ROWLANDANDCOMPANY.COM



and a significant landscape package that involves the planting of many subtropical palms and bamboo.

We feel that this concept best represents the trends of Architecture in 2017 Winter Park. We are certain that this project will also enhance the site's immediate surrounding environment.

We respectfully submit to the City of Winter Park, a cash offer in the amount of FOUR HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$455,000) for the purchase of the subject parcel.

The follow are conditions of this offer:

1. Close within 30 days of acceptance of this proposal. Cash sale without financing.
2. Offer pending acceptable environment report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
3. Offer pending acceptable soils report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
4. All closing costs paid by the City of Winter Park
5. Prior to closing, Rowland & Company will establish a new subsidiary corporation and this will be the actual buyer in the transaction.

Please find the following items enclosed in this package:

- Conceptual Design Documents from Phil Kean Design Group. To view the animated 3d design of the site, please visit BlakeYard.com
- Commitment letter from Chris VanBuskirk of First Green Bank for funding the construction phase of this project

Respectfully Submitted,
ROWLAND & COMPANY LLC

Beau Rowland
Managing Member

Please visit BlakeYard.com to view the 3d animated design of the proposed site.







Comstock

Townhomes

Each Unit:
3 bedrooms
3 bathrooms

2 car garage
pool
roof terrace

Unit One:
2,127 sq ft living
2,705 sq ft total

overall dimensions:
66'-10" x 33'-4"

Unit Two:
1,998 sq ft living
2,570 sq ft total

overall dimensions:
47'-4" x 43'-0"

Unit Three:
2,000 sq ft living
2,570 sq ft total

overall dimensions:
48'-0" x 41'-4"

Unit Four:
2,000 sq ft living
2,570 sq ft total

overall dimensions:
42'-2" x 48'-8"



Comstock

Townhomes

Each Unit:
3 bedrooms
3 bathrooms

2 car garage
pool
roof terrace

Unit One:
2,127 sq ft living
2,705 sq ft total

overall dimensions:
66'-10" x 33'-4"

Unit Two:
1,998 sq ft living
2,570 sq ft total

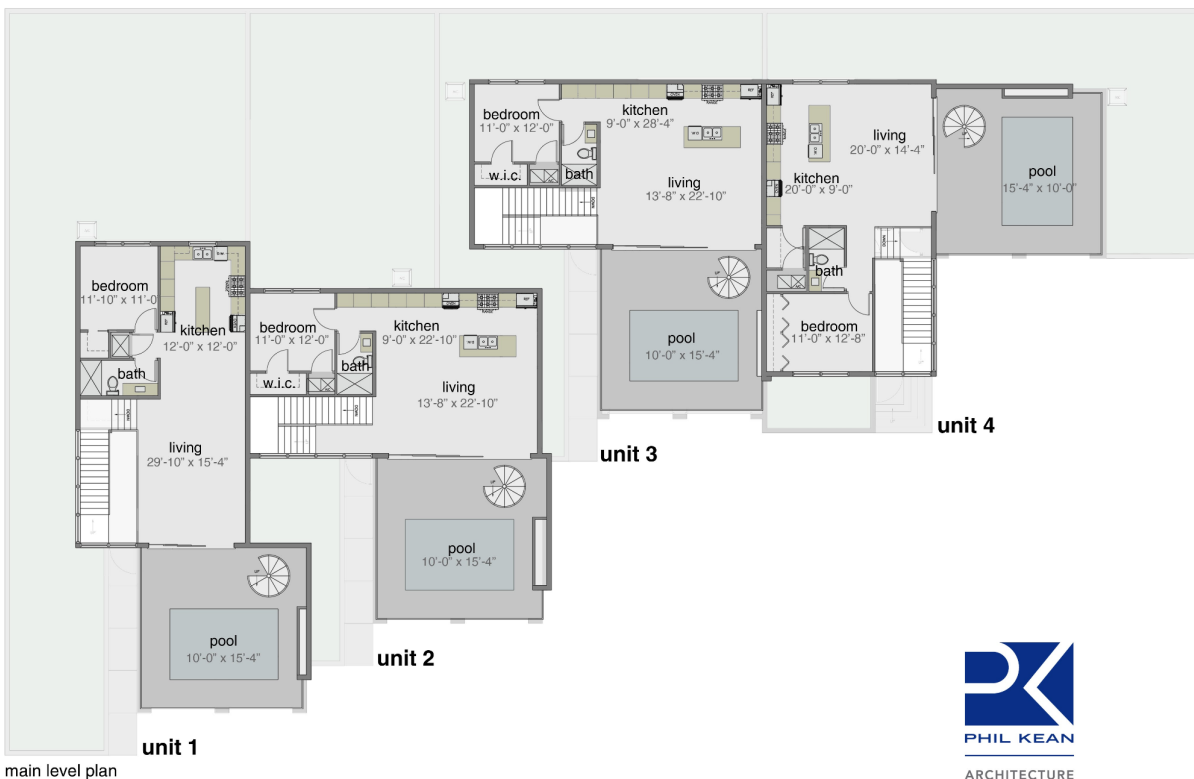
overall dimensions:
47'-4" x 43'-0"

Unit Three:
2,000 sq ft living
2,570 sq ft total

overall dimensions:
48'-0" x 41'-4"

Unit Four:
2,000 sq ft living
2,570 sq ft total

overall dimensions:
42'-2" x 48'-8"



Comstock

Townhomes

Each Unit:

3 bedrooms
3 bathrooms

2 car garage
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roof terrace

Unit One:

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2,705 sq ft total

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66'-10" x 33'-4"

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overall dimensions:
48'-0" x 41'-4"

Unit Four:

2,000 sq ft living
2,570 sq ft total

overall dimensions:
42'-2" x 48'-8"





March 15, 2017

Entity to be formed to hold the subject real estate
Mr. Christopher “Beau” Rowland
Rowland & Company, LLC
1460 Minnesota Ave
Winter Park, FL

VIA EMAIL

Re: Construction loan to be used to construct a four (4) unit townhome project located at 301 W. Comstock Avenue, Winter Park, FL

Pursuant to our conversations, I am pleased to provide you with this non-binding written proposal letter. This letter is intended to provide you with the rate, terms, and conditions that the Bank is willing to consider for the above referenced financing. Please note this is not a commitment to lend, merely a means for discussion.

Borrower: Entity to be formed to hold the subject real estate.

Co-Borrower: Rowland & Company, LLC

Guarantor(s): Mr. Christopher “Beau” Rowland

Purpose: Construction mini perm loan to build a four (4) unit townhome project located at 301 W. Comstock Avenue Winter Park, FL

Amount: Up to \$1,160,000; not to exceed the lesser of 70% Loan to Cost or 65% Loan to Value based upon bank certified appraisal.



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	April 24, 2017		
prepared by	James White, Fire Chief	approved by	<input checked="" type="checkbox"/> City Manager		
department	Fire Rescue		<input type="checkbox"/> City Attorney		
division	Fire Administration		<input type="checkbox"/> N/A		
board approval	Civil Service Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7/0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

Community Paramedicine Program – Fire Rescue

motion | recommendation

Move to approve the Fire Department's Community Paramedicine Program and to establish a corresponding budget adjustment that reflects revenues and expenses associated with the program through the remainder of FY 2017.

background

Fire Rescue is the primary provider of emergency medical services (EMS) for the city. Currently, as with most systems, our EMS program remains very reactionary to the needs of the residents who engage the system by calling 9-1-1. With growth, and the advent of the Affordable Care Act (ACA), has come additional requests for service. To many residents, our paramedics are their first level of health care. Additionally, some have come to use our services in lieu of securing a home health care provider to see to their needs. Simply put, we are using emergency resources to tend to residents who are either not in an emergent situation, or who if had more routine health management, could prevent their situation from escalating where they require emergent care. We see this challenge to our emergency services as an opportunity to improve the services we provide to our residents.

The Community Paramedicine Program will be multifaceted having as its goal to improve the health and wellbeing of all residents through focused education, prevention, and personal health management. This in-home care program, utilizing

our paramedics, will not only improve the personal health of our residents, but will reduce the impact these patients have on our ever stretched emergency services resources. Seeing a healthcare professional, in this case a trained paramedic, in the home on a routine basis, helping to assure these individuals a higher level of personal health care, seeing their needs are being met, that medications are taken, and that vital signs are being monitored, will serve everyone. Without this level of personalized service, most citizens wait until their conditions deteriorate to a level where 9-1-1 services are needed. Our objective will be to stay in front of the issues presented by these individuals.

To accomplish this service we are proposing the addition of one (1) FTE position to the fire rescue department who will be a civilian certified paramedic case manager and trainer. This person will fulfill several rolls:

1. Manage the health care of those identified persons in the program.
2. Liaison with local healthcare providers in the management of these patients.
3. Perform training on the aspects of the program to the community.

This will be a partnership program combining the efforts of the city, Winter Park Health Foundation, and other local healthcare providers to establish a concentric system of care for those residents who have basically fallen through the cracks of the system.

alternatives | other considerations

The alternatives available for this type of program are few. As with other community-focused programs in the city, the Community Paramedicine program will look internally to our resident population to serve their needs for health maintenance. Other providers are not working within our care networks to provide specific services that would result in a reduction in emergency responses from our department. Similarly structured programs around the country have been successful in raising the levels of health care of the residents and the lowering of calls for emergency response services. We see this program as a win-win for the community and therefore did not seek alternatives aside from the status quo delivery of our emergent services.

fiscal impact

The Fire Department's Community Paramedicine program will require the addition of a new full time employee and some operating funding. This will be paid for by additional funding the city will receive through changes in Medicare laws as it relates to EMS transport revenues. The city will receive \$52,845 in additional revenue this fiscal year which will support the half-year cost of the program. The city anticipates that it will receive \$100k annually on an ongoing basis and will fund the full year cost of the program in FY18. This would in essence make the Community Paramedicine program cost neutral going forward.

Budget Amendments Requiring Commission Approval

Fiscal Year 2016 - 2017

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
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To Improve The Health of our Residents; Everyday





Community Paramedicine Program

1

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday




- Defining the problem
- Community partnerships
- Anticipated outcomes
- Funding
- Required City Commission action

2

Fire Rescue Community Paramedicine Program

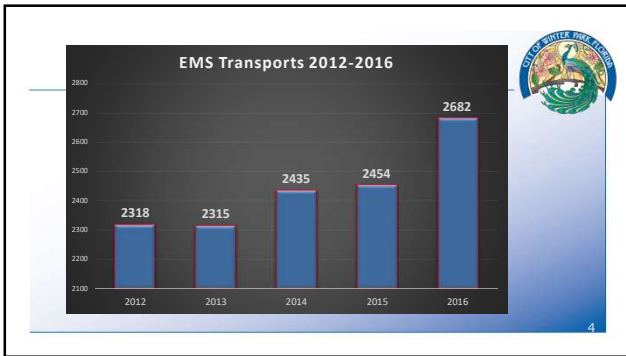
To Improve The Health of our Residents; Everyday

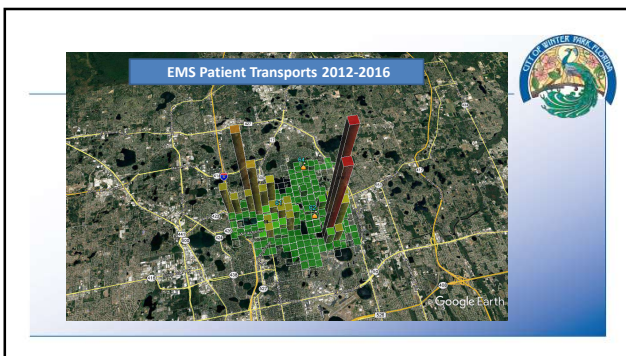


Defining the Problem:

- Gaps in healthcare for some residents causing an increase in 9-1-1 use.
- Our reactionary resources.
- AHA impacts on all healthcare and our place in the system.

3






Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday

Community Partnerships:

- Winter Park Health Foundation
- Florida Hospital
- GuideWell Health
- Multiple Human Services Agencies



Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Anticipated Outcomes:

- Develop a network of routine care and monitoring for those at greatest risk.
- Reduce the need for emergency services (9-1-1) trips to the emergency department.

7

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Anticipated Outcomes:

- Reduce the impact on local emergency services.
- Improved level of health of our most needed residents.
- Lower overall healthcare costs.

8

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Anticipated Outcomes:

- Patient 1 – Eighteen (18) Calls for emergency services in a 12 month period. After intervention calls were reduced to 2
- Patient 2 – Sixteen (16) Calls for emergency services in a 12 month period. After intervention calls were reduced to 1.

9

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Anticipated Outcomes:

- Manage the health care of those identified persons in the program.
- Liaison with local healthcare providers in the management of these patients.
- Perform training on the aspects of the program to the community.

10

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Funding:

- Current fire rescue patient transport services generate \$1 million annually.
- Recent legislation allows for the state to pay for Medicaid services from another source (Certified Public Expenditures) bringing the city an additional \$70,000 to \$90,000 annually for services are already providing.

11

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Funding:

- The program will require 1 (FTE) fulltime civilian paramedic.
- Initial annual budget, including personnel costs, will not exceed \$100,000, with all covered by the new, unanticipated, revenue, making this a cost neutral program to the city.

12

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday



Funding:

- Even with a reduction in the number of emergency patient transports we anticipate this program to be cost neutral, or even generate revenue, into the future.
- Partnerships could also generate a portion of the operating cost of this program.

13

Fire Rescue Community Paramedicine Program

To Improve The Health of our Residents; Everyday

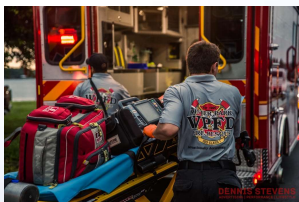


Required Commission Action:

- Move to approve the **Community Paramedicine Program** and to establish a corresponding budget adjustment that reflects revenues and expenses associated with the program through the remainder of FY 2017.

14

To Improve The Health of our Residents; Everyday



Community Paramedicine Program

15



city commission public hearing

Item type	Public Hearing	meeting date	April 24, 2017		
prepared by	Parsram Rajaram/Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager		
department	IT & Admin		<input checked="" type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N/A		
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no		<input checked="" type="checkbox"/> N/A	final vote	
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

Amendment to City's Wireless and Communications Facilities Ordinance. **SECOND READING AND ADOPTION.**

motion | recommendation

Approval of the Ordinance as presented.

background

The City has had a wireless ordinance regulating communication towers and facilities for a number of years. Changes in technology, legislative concerns, and interest in micro-cell deployments, necessitate an update to the ordinance. This ordinance revision expands and refines language related to aesthetics, safety, design, location, permitting, and other requirements.

As the use of cellular networks expand, cellular companies are looking for more ways to provide gap-free service to customers. As 5G becomes the new standard over the next few years, cellular companies are focusing more on smaller tower deployments to provide service. The City is already experiencing this as demand for sites on the larger cell towers has declined and interest in permitting smaller local sites has increased. As a City proud of its character and charm, these smaller tower sites can be unappealing as antenna are often just attached to existing poles and large communications facilities boxes are obtrusively placed on the ground. This ordinance attempts to speak to those aesthetic issues within the constraints of the law, so that

visual blight may be reduced. (Examples of typical small cell site facilities are attached.)

Legislation is also pending at the State level that will specifically effect this issue (proposed legislation attached). It significantly reduces home rule authority as it relates to the permitting, approval, placement, and size of facilities that can be located in public rights-of-way. Some restrictions on the local government would include:

- 1) City may not require placement of wireless facilities on any particular type of pole or require that facilities from multiple service providers be co-located on a pole.
- 2) City may not limit the placement of wireless facilities by minimum separation distances or maximum height limitations. (However, cannot be more than 10 feet above the tallest utility pole within 500 feet of proposed site. If no other pole then can be 60 feet in height.)
- 3) Applications must be reviewed within 10 days, and if not approved in 60 days, it will be deemed approved.
- 4) Wireless equipment associated with the facility cannot be more than 28 cubic feet (the size of a refrigerator). Typically, these items are located on the ground or on the pole itself.
- 5) The City will receive \$15 as payment.

Having an updated ordinance in place is a good idea regardless of the legislative outcome. However as legislation can often undergo changes, the city does not want to miss the opportunity to have updated codes in case any exceptions or grandfather clauses are introduced.

alternatives | other considerations

Use the existing codes and wait on legislative outcomes. This opens the city up to risking any changes to the legislation that might favor having existing rules adopted by the city, in place.

fiscal impact

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES; AMENDING CHAPTER 40, ARTICLE IV OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR USE AND CONSTRUCTION OF CITY-OWNED STRUCTURES AND REAL PROPERTY FOR SITING OF COMMUNICATIONS FACILITIES, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND CITY AUTHORITY, AND REQUIRING PAYMENT OF CERTAIN FEES BY PASS-THROUGH PROVIDERS FOR USE OF THE RIGHTS-OF-WAY; AMENDING CHAPTER 58, ARTICLE VII OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING CITY APPROVAL OF COMMUNICATION TOWERS AND ANTENNAS, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND ADMINISTRATIVE APPROVAL OF CERTAIN FACILITY MODIFICATIONS AND ANTENNA CO-LOCATIONS; PROVIDING FOR AUTHORIZATION OF CITY STAFF, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Code of Ordinances (the “City Code”) currently regulates communication towers, wireless communication facilities, antennas and other communications facilities (collectively “Communications Facilities”) and imposes certain requirements related to aesthetics, safety, design, location, permitting, and other requirements; and

WHEREAS, Chapter 40, Article IV of the City Code generally governs Communications Facilities in the public rights-of-way, and Chapter 58, Article VII of the City Code governs communication towers and antennas; and

WHEREAS, the City desires to update and clarify the City Code provisions governing Communications Facilities in light of new developments in technology and the law and the growing interest of communications service providers to construct Communications Facilities within the City, including within the public rights-of-way; and

WHEREAS, the City recognizes the existence of various federal and state statutes and regulations placing certain limitations upon the authority of local governments to regulate Communications Facilities, which laws include but are not limited to Sections 202.24, 337.401, 364.0361, and 365.172, Florida Statutes; Sections 253 and 332(c)(7) of the Telecommunications Act of 1996;

Section 6409 of the Spectrum Act; and other laws and regulations (collectively the “Telecommunications Laws”); and

WHEREAS, the Telecommunications Laws preserve the authority of local governments to regulate the siting, location, aesthetics, and other matters with respect to Communication Facilities, subject to certain limitations, and the Telecommunications Laws largely do not restrict the actions of a local government when acting in its proprietary capacity or its capacity as a utility provider; and

WHEREAS, the City finds that this Ordinance is in compliance with all relevant provisions of the Telecommunications Laws, and that this Ordinance should be interpreted in a way consistent with the Telecommunications laws; and

WHEREAS, the City finds that this Ordinance and the amendments to the City Code provided for herein will help to foster the deployment of communications facilities within the City and the benefits flowing therefrom while protecting the public health, safety, and welfare, preserving the aesthetic character of the City, and ensuring the safe, efficient, and responsible use of the public rights-of-way.

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of Section 40-83. Chapter 40, Article IV, Section 40-83 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-83. – Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words and phrases not otherwise defined in this article shall be interpreted in accordance with applicable definitions under chapter 58, article VII of this code of ordinances and state and federal laws governing communications facilities, and shall otherwise be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

Antenna shall mean any transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this article, the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

City shall mean the City of Winter Park, Florida. Where appropriate, city may refer to the city commission or the relevant city officer or board considering an application under this article.

City-owned real property shall mean real property to which the City holds title or a leasehold interest, but does not include the public rights-of-way.

City-owned facility or city-owned structure shall mean any facility, structure or infrastructure to which the City holds title or a leasehold interest, including but not limited to communications facilities, utility poles, towers, buildings, and communications infrastructure, regardless of whether located within or outside the public rights-of-way.

Communications facility(ies) or facility(ies) or system(s) shall mean any permanent or temporary physical plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article, "cable service", as defined in F.S. § 202.11(2), as it may be amended, is not included in the definition of "communications services," and cable service providers may be subject to other ordinances of the city.

Communications services provider shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. "Communications services provider" shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

FCC shall mean the Federal Communications Commission.

Communications tower or tower shall mean a building mounted or ground mounted tower, pole-type, lattice or other structure that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Concealed shall mean a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

Co-location shall mean the placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement, location or operation of the second or subsequent antenna.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Ordinance shall mean this ordinance.

Pass-through provider shall mean any person who, upon registering with the city, places or maintains a communications facility in the city's rights-of-way and that does not remit communications service taxes as imposed by the city pursuant to F.S. ch. 202.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley for which the city is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "public rights-of-way" shall not include private property. "Public Rights-of-way" shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a communications services provider that has Registered with the city in accordance with the provisions of this article.

Registration or *register* shall mean the process described in this article whereby a communications services provider provides certain information to the city.

Stealth design shall mean a method of camouflaging any tower, antenna or other ancillary supporting communications facility, including, but not limited to, supporting electrical, optical, or mechanical, or other equipment, which is enhances compatibility with adjacent land uses and which is visually and aurally unobtrusive. Stealth design may include a repurposed structure.

Utility pole shall mean any pole or structure utilized for electric, telephone, cable television, street lights, or other lighting, and other utilities.

Wireless communications facility shall mean any equipment or facility used for the transmission of wireless communications. This term includes but is not limited to wireless support structures, antennas, cabling, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and including Distributed Antenna System ("DAS") and small cell networks.

SECTION 3. Amendment of Section 40-85. Chapter 40, Article IV, Section 40-85 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-85. - ~~Notice of transfer, sale or assignment of assets in public rights of way.~~ City-owned structures, facilities, and real property.

~~If a registrant transfers, sells or assigns its assets located in public rights of way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 40-84 above, within 60 days of the transfer, sale or assignment. If permit~~

~~applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.~~

(a) The city may construct or designate existing city-owned structures, facilities, and real property, within or outside the public rights-of-way, including any accompanying equipment or communications facilities necessary to provide communications services via such structures, facilities, or real property, for the purpose of housing privately or publicly-owned antennas and other communications facilities, or to provide communications services to, or support the provision of communications services by, providers of communications services within the city. The city may allow the placement of an antenna or other communications facility upon a city-owned structure or real property, or otherwise allow the use of city-owned facilities, upon such terms as the city may deem acceptable, in writing, and subject to such rental, use, utility, license, or other fees as may be consistent with the law and established by the city commission via resolution.

(b) In the interests of facilitating the safe, efficient, and aesthetically desirable use of the public rights-of-way, and to otherwise avoid the negative effects upon the public welfare of, and address safety concerns relating to, proliferation of structures within the rights-of-way, the city may require an applicant who wishes to install, construct, place, or maintain an antenna or other communications facility in the public rights-of-way, to place or co-locate such antenna or communications facility upon or within a city-owned structure where feasible, except where the applicant can demonstrate, in writing, to the satisfaction of the reviewing city board or officer, that such requirement (i) would be inconsistent with state or federal law, or (ii) would otherwise be inappropriate or inconsistent with the public welfare. Such antenna or communications facility shall meet the requirements of this article.

(c) The city reserves and does not waive any right that the city may have in its capacity as a property owner or utility provider with respect to city-owned structures, facilities, and real property, and may exercise control over such to the extent not prohibited by law. When the city allows the placement of communications facilities upon, or the use of, city-owned structures, facilities, and real property, the city shall be deemed to be acting within its proprietary capacity or capacity as a utility provider, as appropriate and otherwise consistent with the law. The provisions of this article shall not limit the city's discretion with respect to the use, installation, construction, placement, or maintenance of city-owned structures, facilities, and real property.

SECTION 4. Amendment of Section 40-86. Chapter 40, Article IV, Section 40-86 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-86. - Placement or maintenance of a communication facility in public rights-of-way.

(a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and city ordinances, codes and regulations in placing or maintaining a communication facility in public rights-of-way.

(b) A registrant shall not commence to place or maintain a communication facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except in the case of an emergency. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the placement or maintenance of a communication facility in public rights-of-way in the event of an emergency, and shall be required to obtain an after-the-fact permit if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency. Registrant acknowledges that as a condition of granting such permits, the city may impose reasonable rules or regulations governing the placement or maintenance of a communication facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit.

(c) Application. Except as otherwise provided, a permit shall not be granted under this article except upon approval of the city commission after a public hearing. As part of any permit application to place a new or replace an existing communication facility in public rights-of-way, the registrant shall provide the following:

- (1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of facilities that will be located in public rights-of-way;
- (2) A description of the manner in which the facility will be installed (i.e. anticipated construction methods or techniques);
- (3) A maintenance of traffic plan for any disruption of the public rights-of-way;
- (4) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);
- (5) If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;
- (6) The timetable for construction of the project or each phase thereof, and the areas of the city which will be affected; and

(7) Such additional information as the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

(d) ~~To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or a particular area of the public rights-of-way.~~ Factors considered in granting permit. In addition to any applicable requirements or standards imposed by this code of ordinances, the city commission shall consider the following factors in determining whether to issue a permit to a registrant to place or maintain a communications facility within the public rights-of-way:

(1) Height and dimensions of the proposed communications facility;

(2) Proximity of the communications facility to residential structures and residential district boundaries;

(3) Nature of uses on adjacent and nearby properties;

(4) Surrounding topography;

(5) Surrounding tree coverage and foliage;

(6) Design of the communications facility, with particular reference to design characteristics that have the effect of concealing, reducing, or eliminating visual obtrusiveness;

(7) Proposed ingress and egress (where applicable);

(8) Availability of suitable existing structures or alternative technologies not requiring the installation of the communications facility as proposed;

(9) Proximity to other structures within the rights-of-way;

(10) Proximity to and/or interference with other private or public uses within or outside the rights-of-way, including but not limited to utilities, easements, traffic control devices, and other uses; and

(11) Suitability of the right-of-way or the proposed section of the right-of-way for the proposed communications facility with reference to safety, engineering, and/or aesthetic concerns.

(e) Non-interference; encouraged technology; additional regulations. All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who

adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and should be employed wherever feasible. The city manager may promulgate additional reasonable rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way consistent with this article and other applicable law.

~~(f) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.~~ Wireless communications facilities. A wireless communications facility may not be placed in the public rights-of-way unless it meets the following requirements:

(1) The aesthetic requirements and provisions under Section 58-424 of this code of ordinances governing antennas and towers shall apply to antennas and wireless communications facilities located within the rights-of-way, and other types of communications facilities, where applicable.

(2) Wireless communications facilities must be concealed and utilize stealth design, as defined by section 40-83 of this article. Such stealth design and concealment shall eliminate the need to locate any ground or elevated equipment (other than antennas) on the exterior of a pole, tower, or other structure. The city commission by resolution may adopt standards for the types or style of concealment and stealth design that are required within the city or parts thereof in order to preserve and promote the unique aesthetic character of the city.

(3) Each application for a permit to place a wireless communications facility in the right-of-way shall include:

a. Photographs clearly showing the nature and location of the site where each wireless communications facility is proposed to be located,

b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless communications facility, and

c. A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility and shall include graphic depictions accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties.

(3) Any application or proposal to locate equipment at ground level on or adjacent to a pole or tower and any application or proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a tower or pole that asserts that such cannot be accomplished in accordance with the concealment and stealth design requirements of this article may request an exemption to such requirements, and such application or proposal shall include Florida professional engineering certified documentation demonstrating to the

satisfaction of the city engineer that the proposed equipment cannot employ stealth design and cannot be concealed as required by this article, and that the proposed equipment, and location and configuration of such, constitute the minimum equipment necessary and are the least obtrusive as is possible to achieve needed function. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location. Where a registrant demonstrates that stealth design and concealment cannot be employed under this subsection, the individual approved exterior equipment boxes or containment devices shall not exceed 12 cubic feet in volume and the configuration and dimensions of such shall be the least visually obtrusive as possible. The use of foliage and vegetation or other concealment method around any approved equipment may be required by the city based on conditions of the specific area where the equipment is to be located.

(4) Antennas placed upon structures within the rights-of-way must meet the following additional requirements if stealth design, concealment, and this article's requirements regarding such cannot be met.

a. Top mounted antennas and their enclosures must not extend the diameter of the supporting structure at the level of antenna attachment; and

b. Side-mounted antennas and their enclosures must not extend more than one foot beyond the exterior dimensions of the supporting structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than twelve feet above ground level.

(5) Wireless communications facilities shall be located at least ten (10) feet from a driveway, at least ten (10) feet from the edge of existing trees twelve (12) inches or greater in diameter, at least twenty-five (25) feet from a traffic signal pole unless mounted upon such traffic signal pole, and at least fifteen (15) feet from any pedestrian ramp. The city may require greater setbacks from these and other fixtures in the right-of-way to ensure proper sight lines for public safety purposes and in other cases as deemed necessary to advance the purposes of this article.

(6) If the right-of-way abuts a residential zoning district, wireless communication facilities must be located where the shared property line between two residential parcels intersects the right-of-way, where feasible.

(7) If the right-of-way abuts a nonresidential district, wireless communications facilities must be located between tenant spaces or adjoining properties where their shared property lines intersect the right-of-way, where feasible.

(8) The size and height of new wireless communications facilities in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the city; provided however, that registrants

proposing wireless communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to six feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless communications facility shall not exceed 40 feet or exceed the existing height of other utility or light poles located in the same portion of the right-of-way, whichever height is greater.

(9) New or replacement poles that support wireless communications facilities shall match the style, design, and color of the poles in the surrounding area.

(10) The city, in consultation with the city engineer where appropriate, may waive or reduce the requirements of this subsection where doing so serves the intent or purposes of this article.

~~(g) After the completion of any placement or maintenance of a communication facility in public rights of way or each phase thereof, a registrant shall, at its own expense, restore the public rights of way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.~~ New structures; availability of alternatives. No new pole, pole-type structure, or other free-standing structure shall be allowed in the rights-of-way unless the applicant demonstrates to the reasonable satisfaction of the city commission that no existing structure or alternative technology that does not require the placement of a new structure in a right-of-way can accommodate the applicant's proposed antenna or other communications facility. Such a demonstration by the applicant shall not give rise to a right to locate the proposed facility within the rights-of-way or in any way guarantee city approval of such. An applicant shall submit information requested by the city commission related to the availability of suitable existing structures or alternative technology. Evidence submitted to demonstrate that no existing structure or alternative technology can accommodate the applicant's proposed communications facility may consist of but is not limited to the following:

(1) No existing structures are located within the geographic area which meet applicant's engineering requirements.

(2) Existing structures are not of sufficient height to meet applicant's engineering requirements.

(3) Existing structures do not have sufficient structural strength to support applicant's proposed antenna or other communications facility and related equipment.

- (3) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.
- (4) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing structure for sharing are unreasonable.
- (5) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable.
- (6) The applicant demonstrates that an alternative technology that does not require the use of new structures, such as cable microcell network using multiple low-powered transmitters/receivers attached to wireline system, is unsuitable. Costs of alternative technology that exceed new structure or antenna development shall not be presumed to render the technology unsuitable.
- ~~(h) Removal or relocation at the direction of the city of a registrant's communications facility in public rights of way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, as they may be amended.~~ *Waivers and exemptions.* The city commission may waive or reduce the burden of any requirement of this section where doing so serves the intent or purposes of this article. City-owned structures and facilities are exempt from the requirements of this section, except that this section shall govern the placement or maintenance of a privately owned communications facility upon a city-owned structure.
- (i) *Limitations; no property right.* A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (j) *Construction; maintenance; safety; inspection; and restoration.*
- (1) A registrant shall maintain its communication facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.
- (2) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.
- (3) After the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For 12

months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.

(4) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.

(5) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.

(6) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city.

(7) The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.

~~(k) In connection with excavation in the public rights of way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.~~ Modifications; antenna co-locations; removal and relocation.

(1) An application to modify a tower or base station that does not involve substantial change to the physical dimensions of such tower or base station, as provided in subsection 58-426(b)(1)a. of this code of ordinances, shall be governed by such subsection 58-426(b)(1)a. An application to co-locate an additional antenna(s) upon a tower or other structure involving minimal changes in physical dimensions, all as described in subsection 58-426(b)(1)b. of this city code, shall be governed by such subsection 58-426(b)(1)b. An application to modify any communications facility or co-locate an antenna upon any structure within the rights-of-way not falling within subsections 58-426(b)(1)a. or 58-426(b)(1)b. shall be treated as an application for a new communications facility under this article, as appropriate. This subsection (k)(1) shall not govern applications to modify or co-locate antennas upon any structure or facility owned by the City.

(2) The grant of a permit under this article shall not limit the authority and discretion of the city to regulate and control the public rights-of-way, and the City may at any time require the removal or relocation of a communications facility within the rights-of-way in the interests of the public welfare, health, or safety.

(3) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of F.S. §§

337.403 and 337.404, as they may be amended, in addition to any other applicable city regulations or provisions of law. Unless otherwise provided by law, this city code, or agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

(l) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. Plans required. A permit application to place a new or replace an existing communication facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.

(m) Coordination of work; work schedule. Upon request of the city, and as notified by the city of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.

(n) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city. Completeness review; time limitation. The city shall grant or deny a properly completed application for communications facilities in the public right-of-way within ninety (90) days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the city. The city shall notify the applicant within twenty (20) days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the city shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the city shall notify the applicant, in writing, no later than twenty (20) days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the city may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

(o) No warranties; vacation of rights-of-way. The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-way, city-owned structures, and city-owned real property for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this article shall affect the city's authority to add, vacate or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(p) ~~The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.~~ Alteration of rights-of-way; other work and facilities in rights-of-way.

(1) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

(2) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.

~~(q) A permit application to place a new or replace an existing communication facility in public rights of way shall include plans showing the location of the proposed installation of facilities in the public rights of way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.~~ Additional authority; permit conditions. To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or parts of the public rights-of-way. The city may impose reasonable conditions upon the grant of a permit, in addition to the specific requirements of this code, as deemed appropriate to advance the intent or purposes of this article.

~~(r) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or~~

~~improvement that may be deemed necessary or proper by the city in public rights of way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights of way within the limits of the city and within said limits as same may from time to time be altered.~~

~~(s) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.~~

SECTION 5. Amendment of Section 40-88. Chapter 40, Article IV, Section 40-88 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-88. - Appeals.

(a) Final, written decisions under this article by ~~of~~ the city manager or his or her designee, or the applicable city board, ~~suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration~~ are subject to appeal. An appeal must be filed with the city manager within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The city commission shall hear or appoint a hearing officer to consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted. There shall be no right to an appeal from any decision of the city commission under this article, or any decision of a hearing officer appointed by the city commission to hear an appeal under this section, except as may be provided by law.

SECTION 6. New Section 40-99. Chapter 40, Article IV of the City Code of Ordinances is hereby amended to create a new Section 40-99, as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-99. – Pass-through provider fees and charges.

(a) Pass-through providers shall pay to the city on an annual basis an amount equal to five hundred dollars (\$500.00) per linear mile or portion thereof of communications facilities placed and/or maintained in the city's rights-of-way. For purposes of this section, the city's rights-of-way do not include rights-of-way that extend in or through the city but are state, county or another authority's roads or rights-of-way.

(b) The amounts charged pursuant to this section shall be based on the linear miles of rights-of-way where a wireless communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(c) Any annual amount charged shall be reduced for a prorated portion of any twelve-month period during which the pass-through provider remits taxes imposed by the city pursuant to F.S. ch. 202.

(d) Annual payments shall be due and payable on April 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.

(e) If the payments required by this section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full.

SECTION 7. New Section 40-100. Chapter 40, Article IV of the City Code of Ordinances is hereby amended to create a new Section 40-100, as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-100. - Notice of transfer, sale or assignment of assets in public rights-of-way.

If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 40-84 above, within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.

SECTION 8. Amendment of Section 58-422. Chapter 58, Article VII, Section 58-422 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-422. - Definitions.

As used in this article, the following terms shall have the meanings set forth below:

Alternative tower structure means manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas and towers.

Antenna means any ~~exterior~~ transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this article, the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

Backhaul network means the lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

Co-location means the ~~ability and right of two or more different service providers (carriers) to place antennas on one tower~~ placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement, location or operation of the second or subsequent antenna.

Concealed means a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from the existing natural grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

~~*Co-location lease* means a document in recordable form which shall indicate that one or more other service providers have entered into an agreement and/or lease with the communication tower owner and that more than one service provider is entitled to locate communication antennas on the tower.~~

Preexisting towers and preexisting antennas means any tower or antennas existing as of the effective date of the ordinance from which this article derives, or a tower or antenna for which an active building permit has been properly issued prior to the effective date of the ordinance from which this article derives.

Service provider means any individual or entity which locates an antenna on a tower.

Tower means a building mounted or ground mounted tower, pole-type, lattice, or other structure ~~which~~ that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

SECTION 9. Amendment of Section 58-423. Chapter 58, Article VII, Section 58-423 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-423. - Applicability.

(a) *New towers and antennas.* All new towers or antennas in the city shall be subject to these regulations, except as provided in subsections (b) through ~~(e)~~, inclusive, below.

(b) *Amateur radio station operators/receive-only antennas.* This article shall not govern any tower, or the installation of any antenna, that is under 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator. Such towers shall be subject to all otherwise applicable zoning regulations.

(c) *Preexisting towers or antennas.* Preexisting towers and preexisting antennas shall not be required to meet the requirements of this article, other than the requirements of subsections 58-424(f) and 58-424(g)(9) and (11).

(d) *AM array.* For purposes of implementing this article, an AM array, consisting of one or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array.

(e) City property, structures, and public rights-of-way. This article shall not govern any tower, antenna, communications facility, or other structure that is owned by the city, and the city retains all rights as a property owner to authorize or deny the placement of an antenna, a tower, or other communications facility upon property or a structure owned by the city upon terms agreeable to the city and in writing. Applications to install or maintain an antenna, tower, or

other communications facility within the public rights-of-way are governed by chapter 40, article IV of this code of ordinances and shall not be subject to this article except as otherwise provided.

SECTION 10. Amendment of Section 58-424. Chapter 58, Article VII, Section 58-424 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-424. – General requirements.

(a) *Principal or accessory use.* Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

(b) *Lot size.* For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antenna or tower may be located on leased parcels within such lot.

(c) *Inventory of existing sites.* Each applicant for an antenna and/or tower shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one mile of the border thereof, including specific information about the location, height and design of each tower. The city building official may share such information with other applicants applying for administrative approvals or conditional use permits under this article or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city building official is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(d) *Aesthetics.* Towers and antennas shall meet the following requirements:

(1) Towers not requiring FAA painting/markings shall have either a galvanized finish or painted a noncontrasting blue, gray, or black finish.

(2) At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend them into the natural setting and surrounding buildings.

(3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(4) Alternative tower structures and towers and antennas that are otherwise concealed are preferred, and the City may require that a proposed tower or antenna be in the form of an alternative tower structure or otherwise concealed where appropriate to preserve the aesthetic character of the surrounding area.

(e) *Lighting.* Towers shall not be artificially lighted, except to assure human safety or as required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views. At the time of construction of the tower in cases where there are residential uses located within a distance which is 300 percent of the height of the tower from the tower, dual mode lighting shall be requested from the FAA.

(f) *State or federal requirements.* All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this article shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(g) *Building codes; safety standard.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days (or such shorter time as may be reasonably required by the city in an emergency situation) to bring such tower into compliance with such standards. Failure to bring such tower into compliance within the required time period shall constitute grounds for the removal of the tower or antenna at the owner's expense. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing towers shall require submission of site plans sealed and verified by a professional engineer which demonstrate compliance with the applicable standards in effect at the time of such improvement or addition. Such plans shall be submitted to and reviewed and approved by the city building official at the time building permits are requested.

(h) *Measurement.* For purposes of measurement, tower setbacks as listed in subsection 58-427(c)(4) and separation distances as listed in subsection 58-427(c)(5) shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries.

(i) *Not essential services.* Towers and antennas shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as essential services, public utilities, or private utilities.

(j) *Franchises.* Owners and/or operators of towers or antennas shall certify that all franchises, licenses, and approvals required by law for the construction and/or operation of a wireless communication system in the city have been obtained and shall file a copy of all required franchises, licenses and approvals with the city building official.

(k) *Public notice.* For purposes of this article, any conditional use request or appeal of an administratively-approved use or conditional use shall require public notice to all abutting property owners and all property owners of properties that are located within 500 feet of the perimeter of the parent parcel upon which the proposed tower is located in addition to any notice otherwise required by law.

(l) *Signs.* No signs, other than those required by law or those necessary to insure public safety, shall be allowed on an antenna or tower.

(m) *Buildings and support equipment.* Buildings and support equipment associated with antennas or towers shall comply with the requirements of section 58-428.

(n) *Multiple antenna/tower plan.* The city encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites.

(o) *Height limit.* In no event may a tower exceed 180 feet in height (including the height of a structure on which the tower is placed).

(p) *Completeness review; time limitation.* The city shall grant or deny a properly completed application for a tower, antenna, or other communications facility within ninety (90) days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the city. The city shall notify the applicant within twenty (20) days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the city shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the city shall notify the applicant, in writing, no later than twenty (20) days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the city may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

SECTION 11. Amendment of Section 58-425. Chapter 58, Article VII, Section 58-425 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-425. - Permitted uses

(a) *Generally.* The uses listed in this section are deemed to be permitted uses and shall not require administrative approval or a conditional use permit.

(b) *Permitted uses.* The following uses are specifically permitted: Antennas or towers located on property owned, leased, or otherwise controlled by the city, provided a permit, license, or lease, or other written approval authorizing such antenna or tower has been ~~approved~~ issued by the city.

SECTION 12. Amendment of Section 58-426. Chapter 58, Article VII, Section 58-426 of the City Code of Ordinances is hereby amended to add a new Subsection 58-426(b)(4): (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-426. - Administratively-approved uses.

(a) *Generally.* The following provisions shall govern the issuance of administrative approvals for towers and antennas.

(1) The city building official may administratively approve the uses listed in this section, subject to a site plan review by the planning and zoning commission for all uses except a site plan review shall not be required for uses on existing towers as set forth in subsection 58-426(b)(1)b.

(2) Each applicant for administrative approval shall provide the information set forth in subsections 58-427(c)(1) and (c)(3) and a nonrefundable fee as established by the city commission.

(3) The city building official shall review the application for administrative approval and determine if the proposed use complies with section 58-424 and subsections 58-427(c)(4)—(7) (except that subsections 58-427(c)(4)—(7) shall apply only to towers not located on buildings), and shall schedule a site plan review if applicable.

(4) In connection with any such administrative approval, the city building official may, in order to encourage tower/antenna location on existing buildings, administratively waive any separation distances between towers in subsection 58-427(c)(5)b. by up to 50 percent, and may administratively waive separation distances from off-site uses in subsection 58-427(c)(5)a. by up to 100 percent.

(5) In connection with any such administrative approval, the city building official may, in order to encourage the use of monopoles, administratively allow the reconstruction of an

existing tower to monopole construction so long as the height of the new monopole tower does not exceed that of the existing tower.

(6) If an administrative approval is denied, then prior to filing any appeal that may be available under the city's Code of Ordinances or other applicable law, the applicant must file an application for a conditional use permit, to be heard by (i) the planning and zoning commission (if no site plan review by the planning and zoning commission has occurred) and (ii) the city commission.

(b) *List of administratively-approved uses.* The following uses may be approved by the city building official after conducting an administrative review, and after a site plan review by the planning and zoning commission, if applicable, or as otherwise indicated:

(1) Locating antennas on existing structures or towers and tower modifications consistent with the terms ~~of subsections a. and b.~~ below:

a. Non-substantial tower modifications. An application to modify an existing tower or base station which does not substantially change the physical dimensions of such tower or base station shall be approved subject only to building permit review and administrative review to determine whether the proposed modification constitutes a substantial modification. A modification substantially changes the physical dimensions of a tower or base station if it meets any of the following criteria:

1. For towers outside of public rights-of-way, it increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for those towers in the rights-of-way and for all base stations, it increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater;

2. For towers outside of public rights-of-way, it protrudes from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for those towers in the rights-of-way and for all base stations, it protrudes from the edge of the structure more than six feet;

3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;

4. It entails any excavation or deployment outside the current site of the tower or base station;

5. It would defeat the existing concealment elements of the tower or base station; or

6. It does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.

The changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings’ rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

b. *Antenna co-locations with minimal change to physical dimensions.* An application to co-locate an antenna (beyond an initial, previously approved antenna) upon a tower or upon certain non-tower structures meeting the following requirements shall be approved subject only to building permit review and administrative review to determine whether the following requirements are met:

1. Co-location on towers, including nonconforming towers:

i. The co-location does not increase the height of the tower to which the antenna is to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;

ii. The co-location does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities;

iii. The co-location consists of one or more antennas, equipment enclosures and ancillary facilities that are of a design and configuration consistent with all applicable design and aesthetic regulations, restrictions, or conditions, if any, applied to the initial antenna placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antenna.

2. Co-location upon any structure except for a tower or historic building, structure, site, object, or district:

i. The co-location does not increase the height of the existing structure to which the antenna is to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

ii. The co-location does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;

iii. The co-location consists of one or more antennas, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements for location on the structure, but not prohibitions or restrictions on the placement of additional co-locations on the existing structure or additional procedural requirements.

ac. Towers/antennas on existing structures. Any tower and/or antenna may be approved by the city building official as an accessory use to any commercial, industrial, professional, multifamily or institutional building, provided:

1. The building is at least 45 feet in height;
2. The building is not located in a single family residential zoning district;
3. The tower or antenna does not extend more than 15 feet above the roof surface of the structure;
4. The tower and/or antenna(s) comply with all applicable FCC and FAA regulations; and
5. The tower and/or antenna(s) comply with all applicable building codes.

bd. Antennas on existing towers. Any antenna which is proposed to be attached to an existing tower may be approved by the city building official subject to the following. To minimize adverse visual impacts associated with the proliferation and clustering of towers, co-location of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such co-location is accomplished in a manner consistent with the following:

1. A tower which is modified or reconstructed to accommodate the co-location of an additional antenna shall be of the same tower type as the existing tower, unless the city building official allows reconstruction as monopole.
2. Height:
 - i. An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's existing height to accommodate the co-location of additional antennas, but subject to the overall height limit set forth in subsection 58-424(o).

ii. The height change referenced in subsection 2.i., above, may only occur one time per communication tower.

iii. The additional height referenced in subsection 2.i., above, shall not require an additional distance separation as set forth in subsection 58-427(c)(5). The tower's premodification height shall be used to calculate such distance separations.

3. Onsite location:

i. A tower which is being rebuilt to accommodate the co-location of an additional antenna may be moved onsite within 50 feet of its existing location.

ii. After the tower is rebuilt to accommodate co-location, only one tower may remain on the site.

iii. A relocated onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to subsection 58-427(c)(5). The relocation of a tower hereunder shall in no way be deemed to cause a violation of subsection 58-427(c)(5).

iv. The onsite relocation of a tower which comes within the separation distances to residential units or residentially-zoned lands as established in subsection 58-427(c)(5) shall only be permitted when approved as a conditional use by the city commission.

(2) Locating any alternative tower structure in the C-1, C-3, I-1, or PQP zoning districts, that in the judgment of the city building official is in conformity with the goals set forth in section 58-121;

(3) Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

SECTION 13. Amendment of Section 58-432. Chapter 58, Article VII, Section 58-432 of the City Code of Ordinances are hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-432. - Appeals.

Final, written decisions of the building official or the planning and zoning commission under this article may be appealed as provided in section 58-94 of this code of ordinances. There shall be no right to an appeal of a decision by the city commission under this article except as provided by law.

~~The planning and zoning commission and/or the city commission shall hear and decide any appeals of decisions made by the building official in the enforcement or administration of this article as specified in section 58-91.~~

SECTION 14. City Staff Authorization. City staff under the direction of the city manager are authorized to gather facts regarding the City's options with respect to constructing or installing City-owned communications facilities, infrastructure, and other structures, provided that no construction or installation shall occur nor contract be executed without approval by the City Commission.

SECTION 15. Codification. This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 16. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 17. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 18. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

FIRST READING: _____, 2017

SECOND READING: _____, 2017

ADOPTED this ____ day of _____, 2017, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION
CITY OF WINTER PARK

Steve Leary, Mayor/Commissioner

ATTEST:

Cynthia Bonham, City Clerk



city commission agenda item

Item type	Public Hearing	meeting date	April 24, 2017		
prepared by	Kris Stenger	approved by	<input type="checkbox"/>	City Manager	
department	Building & Permitting		<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life	<input checked="" type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

PACE (Property Accessed Clean Energy) interlocal agreement with the Florida Resiliency and Energy District

motion | recommendation

Approve the signing of the interlocal agreement with Florida Resiliency and Energy District to provide PACE services to citizens of Winter Park.

background

Currently have a non-exclusive agreements with Florida PACE agency , Ygrene, and recently Renew Financial as of 2016.

alternatives | other considerations

Alternatives would be to maintain non-exclusive agreement with Florida PACE agency, Ygrene, and Renew Financial.

fiscal impact

There is no cost to the City as the program is managed by Renovate America.

RESOLUTION NO. 2183-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER TO JOIN THE FLORIDA RESILIENCY AND ENERGY DISTRICT'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lake Clarke Shores, the City of Fernandina Beach, and the Florida Development Finance Corporation entered into that certain Interlocal Agreement dated September 6, 2016, (the "Interlocal Agreement"), establishing the Florida Resiliency and Energy District, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Resiliency and Energy District program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Resiliency and Energy District program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. **Approval of Party Membership Agreement.** The City Commission hereby approves the Party Membership Agreement between the Florida Resiliency and Energy District and the City of Winter Park, in substantially the form attached to this Resolution. The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs.

Section 3. **Authorization.** The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2017.

Steve Leary, Mayor

Attest:

Cynthia Bonham, City Clerk

This instrument was prepared by or under the supervision
of (and after recording should be returned to):

[INSERT COUNSEL TO FRED]
[INSERT ADDRESS 1]
[INSERT ADDRESS 2]
[INSERT CITY, STATE ZIP]

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN
THE FLORIDA RESILIENCY AND ENERGY DISTRICT
AND THE CITY OF WINTER PARK**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this ____ day of ____, 2017 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the City of Winter Park, a municipal corporation of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes (the "Qualifying Improvements"), and provide an efficient process for real property owners within the legal boundaries of the City to access the Florida Development Finance Corporation (FDFC) PACE Program (the "FDFC PACE Program") and permit FRED to levy assessments for the FDFC PACE Program within such legal boundaries.
2. Parties to the Interlocal Agreement. The Interlocal Agreement, dated September 6, 2016 (the "Interlocal Agreement") between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property, is hereby supplemented and amended on the date last signed below by this Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City as a Party (by virtue of becoming a Subsequent Party), as those terms are defined in the Interlocal Agreement. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.
3. Rights of Parties. FRED, together with its member Parties, and the City, with the intent to be bound thereto, hereby agree that the City shall become a Party to the Interlocal

Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City.

4. Finding of Special Benefit and Levy of Special Assessments. The City hereby finds and acknowledges that access to financing for Qualifying Improvements through the FDFC PACE Program provides a special benefit to real property within its legal boundaries which special benefit is secured by the imposition, levy, apportionment and collection of non-ad valorem special assessments consistent with the common powers provided in this Agreement. FRED and the City acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the FDFC PACE Program shall be levied by FRED on behalf of the City and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

FRED shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the FRED's authorized non-ad valorem assessments. FRED's responsibility includes, (1) FRED defending, indemnifying and holding harmless the City and its officers, officials, attorneys and employees as provided in the Interlocal Agreement; (2) FRED responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program; and (3) FRED ensuring and being responsible for compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners who have entered into a financing agreement.

5. Qualifying Improvements. FRED may provide access to financing for "Qualifying Improvements" to real property within the legal boundaries of the City, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City law.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within the legal boundaries of the City to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, pursuant to the Section 163.08, Florida Statutes and this Agreement, shall enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City who qualify for financing through FRED.
7. Boundaries of the FDFC PACE Program. For the limited purposes of administering the FDFC PACE Program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City, which legal boundaries may be limited, expanded, or more specifically designated from time to time by the City. Notice of such changes shall conform to procedures designated by the District.

8. Eligible Properties. Within the legal boundaries of the City, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the FDFC PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes.
9. Survival of Special Assessments. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City described in paragraph 4 above. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.
10. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the FDFC PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.
11. Consent. This Agreement, together with the resolution by the governing board of the City approving this Agreement, shall be considered the Parties' consent to authorize FRED to exercise its powers pursuant to Section 163.08, Florida States and to provide access for the FDFC PACE Program to operate within the legal boundaries of the City, as required by Section 163.08, Florida Statutes.
12. City Coordinator. The City Manager or the City Manager's designee shall serve as the City's primary point of contact and coordinator. The City will advise FRED of any changes to the City's primary contact and coordinator within 30 days of such changes.
13. Limited Obligations. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City. To the extent that FRED or FDFC issues bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City. The issuance of such bonds shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned

by the City. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City is not an obligated party, and also adequately disclose material attendant risks with the FDFC PACE Program.

14. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City. If required by the tax collector and property appraiser, the City agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

FRED shall be solely responsible for professionally coordinating all interface with the tax collector and property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Agreement and the Interlocal Agreement. FRED shall take such actions as are necessary for the lawful levy of the special assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by FRED.

15. Opinion of Bond Counsel. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE Program's structure complies with the bond validation judgment and the underlying bond documents.
16. Agents of FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City, state and federal laws.
17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803
407.956.5695 (t)
bspivey@fdpcbonds.com

and Issuer's Counsel with Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to the City:

City of Winter Park
Attn: City Manager
401 Park Ave. South
Winter Park, FL 32789

18. **Non-Exclusive.** The FDFC PACE Program, this Agreement and the Interlocal Agreement are non-exclusive for the City, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.
19. **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City and FRED or other delegated authority authorized to execute same on their behalf.
20. **Joint Effort.** The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
21. **Merger.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
22. **Assignment.** The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
23. **Third Party Beneficiaries.** None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that

counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.


24. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
25. Recording. This Limited Purpose Party Membership Agreement shall be filed by FRED as an amendment to the Interlocal Agreement with the Clerk of the Circuit Court in the Public Records of the County where the Authority maintains its principal place of business, and Orange County, in accordance with Section 163.01(11), Florida Statutes.
26. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
27. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
28. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Ninth Judicial Circuit in and for Orange County, Florida, the United States District Court for the Middle District of Florida, or United States Bankruptcy Court for the Middle District of Florida, as appropriate.
29. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein or any other privilege, immunity, or defense afforded by law to the Parties and their respective officials, officers, employees and agents.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement
on this ____ day of _____, 2017.

CITY OF WINTER PARK,
A Florida municipal corporation.

By:  _____ Date _____
Steve Leary, Mayor

Attest:

By: _____ Date _____
Cynthia Bonham, City Clerk

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

FLORIDA DEVELOPMENT FINANCE CORPO-
RATION on behalf of FLORIDA RESILIENCY
AND ENERGY DISTRICT

By: _____
William "Bill" F. Spivey, Jr.
Executive Director



city commission public hearing

Item type	Public Hearing	meeting date	April 24, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<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	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request for Subdivision Approval to divide 839/841/851 W. Canton Avenue into Four Lots.

Deshpande, Inc. (contract purchaser) is requesting subdivision approval to divide the properties at 839, 841 and 851 West Canton Avenue into four single-family lots, zoned R-1A.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Bob Hahn to approve the subdivision request into four single-family building lots based on the new Option 2, as presented by the applicant and with the staff condition, agreed to by the applicant, that the proposed homes be of varying architecture. Motion carried unanimously with a 7-0 vote.

Summary:

During the City's review process of subdivisions or lot split requests, there are two criteria to review. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Comprehensive Plan Test' which is conformance to the neighborhood character.

ZONING TEST: The total combined properties of 851/841/839 West Canton is 130 feet wide and measures 32,500 total square feet in size. The subdivision option that was recommended for approval by the P&Z Board has two lots facing W. Canton Avenue with street frontages of 53.5 feet wide and 7,276 square feet in size. The two rear lots that are accessed by a 23 foot wide common driveway at the western end of the property, are each 57 feet wide and have 8,029 square feet and 9,919 square feet in lot area. The R-1A zoning requires a minimum of 75 feet of lot width, and a minimum of 8,500-square feet of land area. Thus, all four lots do not meet the R-1A lot dimension standards for either frontage/lot width and three of the lots do not meet the lot size/land area standards, and lot dimension variances are requested.

COMPREHENSIVE PLAN TEST: The practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard lot sizes. The Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those in the same zoning.

There are 75 homes within this neighborhood along Canton, Capen and Symonds Avenues, English Court, and Depugh Street with the same R-1A zoning (see attached map). The average lot width is 56 feet and the average lot area is 5,973 square feet. The median lot width is 52 feet and the median lot area is 5,227 square feet. Thus, these lots do compare favorably to the average and the median lot size and lot area.

Staff also analyzed the new David Weekley single-family properties to the east of this request, on Canton Avenue, that were subdivided in 2014. The average lot width is 62 feet and the average lot area is 6,816 square feet. The median lot width is 62 feet and the median lot area is 7,070 square feet.

Planning Staff Recommendation: The planning staff recommended denial, as the lot dimension variances are not necessary if the property is divided into three lots as was depicted on the sketch prepared by the staff.

Planning and Zoning Board Summary: The P&Z Board felt that the process of using the lot size comparisons with the surrounding properties that is outlined in the Comprehensive Plan and Subdivision Code provides the opportunity for lot dimension variances based on the comparable lot size standards in the surrounding area. The P&Z Board noted that the proposed lot sizes are comparable to the lot sizes in this immediate neighborhood area. The P&Z Board members also agreed that since there were no other lots in this immediate area that met the 75 foot, 8,500 sq. ft. standard for R-1A zoning, that these lots should not be required to meet that higher standard. The P&Z Board also noted the location of this property is adjacent to multi-family R-4 zoning, a four story apartment complex and a parking garage. As the applicant had agreed to the suggested condition regarding architectural diversity, the P&Z Board supported the request.

Planning and Zoning Board Minutes – April 4, 2017

REQUEST OF DESHPANDE, INC FOR: SUBDIVISION APPROVAL TO DIVIDE THE PROPERTIES AT 839/841/851 WEST CANTON AVENUE INTO FOUR SINGLE FAMILY LOTS, ZONED (R-1A). VARIANCES ARE REQUESTED ON LOT DIMENSIONS FOR THE LOTS WITH LOT SIZES LESS THAN THE 8,500 SQUARE FEET REQUIRED AND FOR THE LOTS WITH FRONTAGES ON WEST CANTON AVENUE SMALLER THAN THE 75 FEET REQUIRED.

*Randall Slocum recused himself from the public hearing.

Planning Manager, Jeff Briggs reviewed the staff report. He discussed the details of the Zoning Test and which showed the combined properties of 851/841/839 West Canton which is 130 feet wide and measures 32,500 total square feet in size. Mr. Briggs also reviewed the two options presented by the applicant for splitting the location into four lots. The first alternative utilizes a common driveway down the center of the property with two homes that would front Canton Avenue at 55 ft. wide each with variance requested, the two back lots being 65 ft. wide. The second alternative presents two lots on the front with 53 ½ ft. wide, lots in the rear would be 2 60 ft. lots. The R-1A zoning requires a minimum of 75 feet of lot width, and a minimum of 8,500-square feet of land area. Therefore, the four lots do not meet the R-1A lot dimension standards for either frontage/lot width and three of the lots do not meet the lot size/land area standards, and lot dimension variances are requested. Mr. Briggs gave findings from the Comprehensive Plan Test for the surrounding neighborhood.

There are 75 homes within this neighborhood along Canton, Capen and Symonds Avenues, English Court, and Depugh Street with the same R-1A zoning (see attached map). The average lot width is 56 feet and the average lot area is 5,973 square feet. The median lot width is 52 feet and the median lot area is 5,227 square feet. Thus, these lots do compare favorably to the average and the median lot size and lot area.

Mr. Briggs also discussed Staff's evaluation of the David Weekly homes that were subdivided in 2014. The average lot width is 62 feet and the average lot area is 6,816 square feet. The median lot width is 62 feet and the median lot area is 7,070 square feet.

Staff recommendation was for denial, as the lot dimension variances are not necessary if the property is divided into three lots as was depicted on the sketch prepared by the staff. However, if the Board moves forward with approving the applicant's request, Staff would like a condition of architectural diversity added to the motion. Staff answered questions from City Attorney, Dan Langley and Ross Johnston regarding the access area and staff's alternative proposal.

Tara Tedrow, attorney Lowndes, Drosdick, Kantor & Reed represented the applicant. She reviewed the applicant's request and indicated that the applicant was now seeking approval of subdivision option two. She began her presentation with an aerial map that showed the area surrounding the property and how this project relates to other single and medium to high density residential projects which is consistent with the future land use of the area, single and high density residential. She discussed the technical requirements of the zoning test. She asked for approval because their request meets the Comprehensive Plan and Subdivision Code standards as being comparable to other lots in the immediate neighborhood. She also noted that not one of the single family properties in this immediate area meets the R-1A standard of 75 feet of lot width. She stated that the applicant was in agreement with the staff condition regarding architectural diversity amongst the new homes.

The Board received public comments from the following: Lurline Fletcher, 811 English Ct. and Forest Michael, 358 Comstock speaking in opposition.

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

Attorney Tedrow was allowed an opportunity to rebut and reiterated that the applicant qualifies for an approval based on the Comprehensive Plan and Subdivision Code standards as being comparable to other lots in the immediate neighborhood.

There was discussion amongst Board Members and consensus was that the proposed lot sizes were comparable to the lot sizes in the immediate area. There was agreement that the condition regarding architectural diversity was beneficial. After further discussion with the Applicant regarding the size of the homes and proposed architecture, the Board was in agreement that the proposal was compatible with this immediate neighborhood area.

Motion made by Tom Sacha, seconded by Bob Hahn to approve the subdivision request into four single-family building lots based on the new Option 2, as presented by the applicant and with the staff condition, agreed to by the applicant, that the proposed homes be of varying architecture.

Motion carried unanimously with a 7-0 vote.

RELEVANT COMPREHENSIVE PLAN POLICY:

Policy 1-3.6.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density consistent with the existing conditions in the surrounding neighborhood within a radius of five hundred (500) feet.

ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS

Sec. 58-377. - Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.



Comprehensive Plan Test

839/841/851 Canton Avenue
Lot Split Request

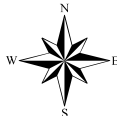
City of Winter Park
Florida

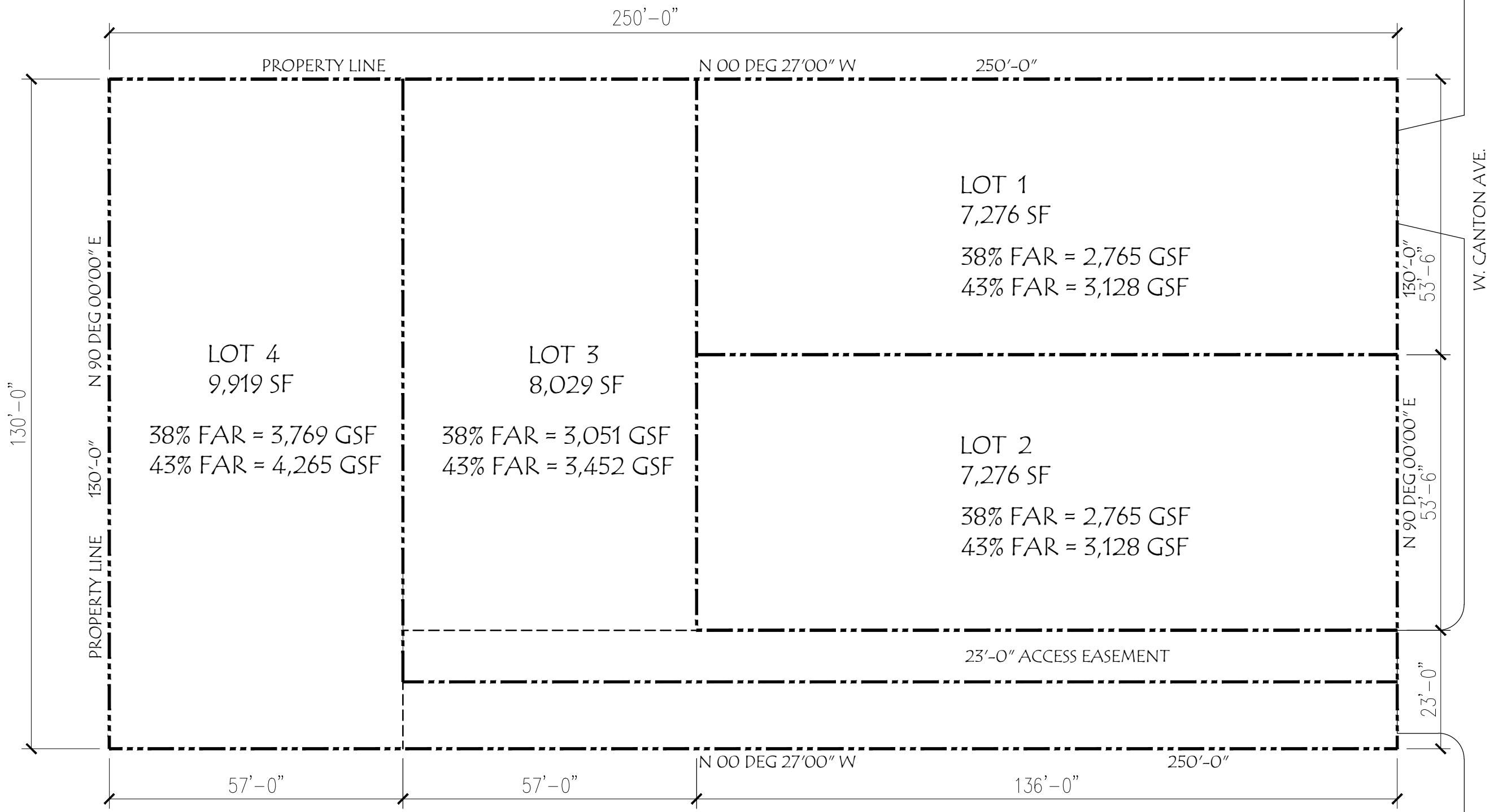
LEGEND

- Subject Site
- R-1A Lots Within 500' of Site (75 total)

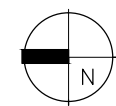
NOTES

Average Lot Width = 56 feet
 Median Lot Width = 52 feet
 Average Lot Size = 5,973 square feet
 Median Lot Size = 5,227 square feet
 56 Lots are 55' or Less in Width (75%)
 19 Lots are Greater than 55' in Width (25%)





1 Site Plan (OPTION 2)
SCALE: 1" = 20'-0"



REVISIONS	



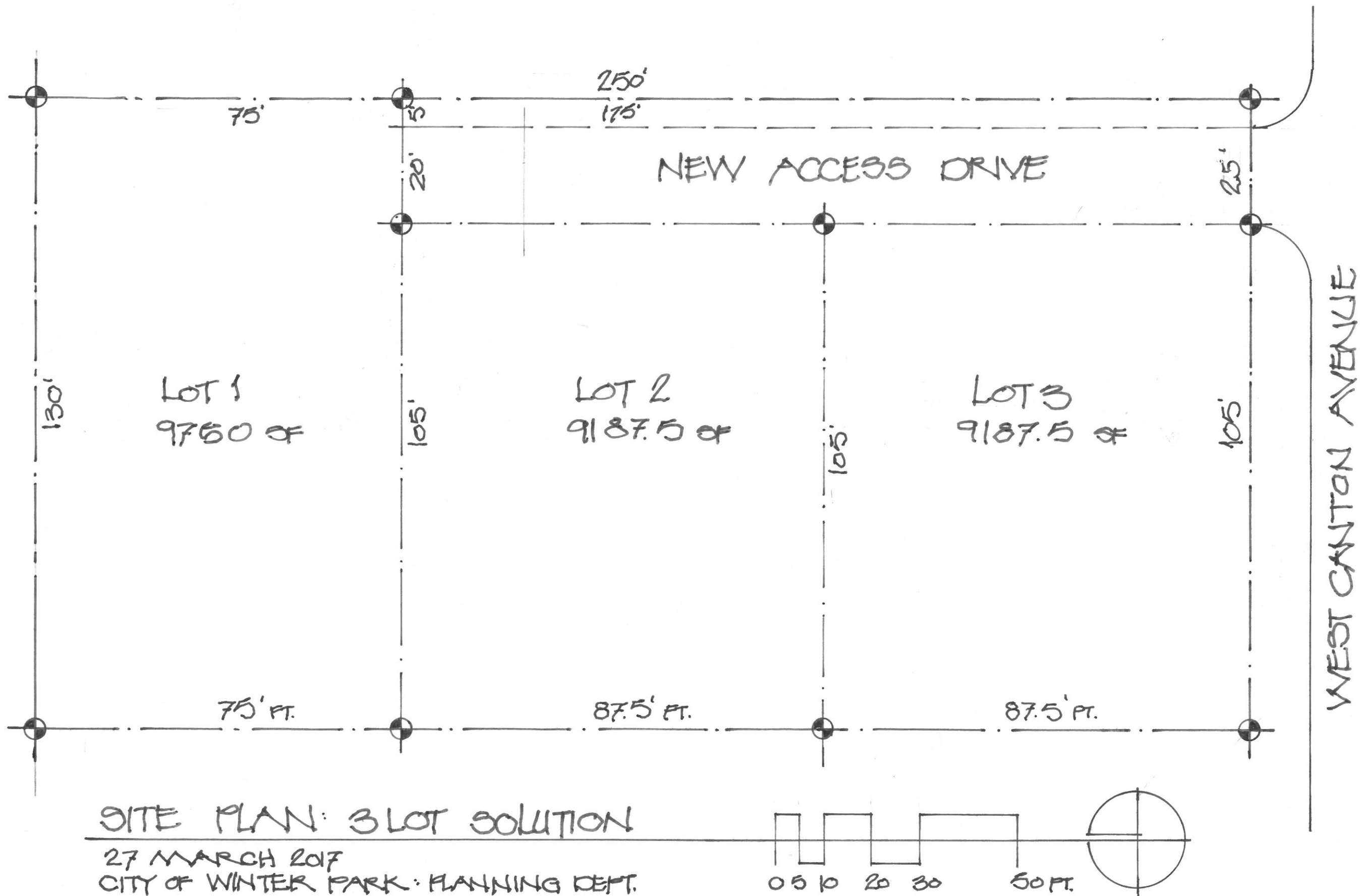
SLOCUM PLATTS
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
TEL: (407) 645-3019 FAX: (407) 645-2771
WWW.SLOCUMPLATTS.COM

OPTION 2 - ARCHITECTURAL SITE PLAN
WEST CANTON AVE.
SINGLE FAMILY LOTS
WINTER PARK
FLORIDA

OPTION 2 - ARCHITECTURAL SITE PLAN
WEST CANTON AVE.
SINGLE FAMILY LOTS
WINTER PARK
FLORIDA

DRAWN	CAD
CHECKED	WPP
DATE	4 5 11
SCALE	AS NOTED
JOB NO.	16-062
SHEET	A1.0



SITE PLAN: 3 LOT SOLUTION

27 MARCH 2017
CITY OF WINTER PARK: PLANNING DEPT.



city commission public hearing

Item type	Public Hearing	meeting date	April 24, 2017		
prepared by	Wes Hamil, Finance Director	approved by	<input checked="" type="checkbox"/> City Manager		
department	Finance		<input checked="" type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N/A		
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote	
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

\$8,000,000 line of credit with SunTrust to provide liquidity support for electric operations

motion | recommendation

Approve ordinance authorizing \$8,000,000 line of credit with SunTrust and authorize the Mayor to execute the associated loan documents.

background

When the City acquired its electric utility in 2005 both the Financial Advisor and Underwriter of the bonds recommended obtaining a line of credit since this was a startup operation with no accumulated cash. This was an essential element to rating agencies assigning the City an A rating for the initial bond issue to purchase the utility.

Since that time, the City has kept the line of credit in place with SunTrust. Although the City's electric bond rating has improved to AA- (Fitch) and Aa3 (Moody's), these rating agencies have always cited the lack of cash in the electric fund as a cause for concern and like the line of credit being available to support cash requirements if necessary.

The City has never drawn on this line of credit and staff has no intention of ever doing so. It's sole purpose is to help rating agencies feel more comfortable with the City's electric utility credit. This will be important as the City will likely want to

refund the Series 2009A and 2009B bonds (total of \$29,430,000 currently outstanding) in the next year or two in order to reduce annual debt service costs.

The renewal process for this line of credit is a bit more involved this time as SunTrust is requiring the City to support the line with a covenant to budget and appropriate non-ad valorem revenues as a pledge to ensure repayment of any draws on the line of credit. In the past, the line of credit has been backed by a junior lien on the net revenues of the electric utility which was subordinate to the lien of the electric utility's bonds.

City staff and the City Attorney have worked with SunTrust and its counsel to ensure the terms of the line of credit agreement are reasonable and would not interfere with the City's ability to borrow money supported by a covenant to budget and appropriate non-ad valorem revenues in the future.

The City's financial advisor, Public Financial Management, has advised that keeping the line of credit in place would be in the City's best interest and that the annual fee for the line of credit is in line with current market pricing.

The proposed line of credit is valid for one year and may be extended or renewed if mutually agreed upon by the City and SunTrust.

alternatives | other considerations

Do not renew the line of credit with SunTrust

fiscal impact

Annual fee for having the line of credit is \$20,000

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING A REVOLVING LINE OF CREDIT IN A PRINCIPAL AMOUNT NOT TO BE OUTSTANDING THEREUNDER AT ANY ONE TIME TO EXCEED \$8,000,000 WITH SUNTRUST BANK OR AN AFFILIATE THEREOF TO FINANCE WORKING CAPITAL NEEDS OF THE CITY'S ELECTRIC UTILITY SYSTEM AND TO PAY THE COSTS OF SUCH LINE OF CREDIT; APPROVING THE FORM OF A COMMERCIAL NOTE AND AGREEMENT TO COMMERCIAL NOTE; DELEGATING TO THE MAYOR OR CITY MANAGER THE AUTHORITY TO EXECUTE AND DELIVER THE COMMERCIAL NOTE, AGREEMENT TO COMMERCIAL NOTE AND ALL OTHER AGREEMENTS RELATED THERETO; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA (the "Issuer") that:

Section 1. Authority for this Ordinance. This Ordinance is adopted pursuant to the provisions of Chapter 166, Part 1, Florida Statutes; Article VIII, Section 2, Constitution of the State of Florida; and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Loan Agreement (hereinafter defined) and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Mayor and the City Manager of the Issuer.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, including, without limitation, investment income, which are legally available for the payment by the Issuer of debt service on the Note (as defined herein), including, without limitation, legally available non-ad valorem revenues derived from sources subject to a prior pledge thereof for the payment of other obligations of the Issuer and available after payment of principal and interest on such other obligations, after provision has been made by the Issuer for the payment of services and programs which are for essential governmental services of the Issuer or which are legally mandated by applicable law.

Section 3. Authorization of Transaction. In order to obtain funds to finance working capital needs of the Issuer, the Issuer is authorized to obtain a revolving line of credit (the "Loan") and to borrow an amount not to be outstanding thereunder at any one time in excess of \$8,000,000 (the "Loan Amount") from SunTrust Bank or an affiliate thereof (the "Lender"), maturing not more than 364 days from the date of issuance and delivery thereof, pursuant to the terms of a commitment letter presented by the Lender and attached as Exhibit "A" hereto. The

proceeds of the Loan shall be used to finance working capital needs of the City's electric utility system.

Because of prevailing and anticipated market conditions and the nature of the Loan, the recent creation of the Issuer and its lack of history of collecting revenues, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the Issuer to accept the terms of the Loan from the Lender in a principal amount not to be outstanding at any one time in excess of the Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement (as hereinafter defined) and as determined by the Authorized Signatory executing the Loan Agreement in accordance with the terms hereof.

Prior to its execution and delivery of the Loan Documents, as hereinafter defined, the Issuer shall have received from the Lender a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(3), Florida Statutes, and no further disclosure is or shall be required by the Issuer.

Section 4. Loan Agreement and Note. The Issuer is authorized to execute an Agreement To Commercial Note with the Lender reflecting the terms of the term sheet attached hereto as Exhibit "A" (the "Loan Agreement") in substantially the form attached hereto as Exhibit "B", to make and deliver to the Lender the Issuer's Commercial Note, including Addendum A To Note attached thereto (collectively, the "Note") in the form attached hereto as Exhibit "C". The forms and terms of the Loan Agreement and the Note (collectively, the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory, executing the same, such approval to be conclusively evidenced by the execution thereof by an Authorized Signatory.

Section 5. Pledge. The payment of the principal of, premium, if any, and interest under the Note and other payments due under the Loan Agreement shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Revenues (defined below), all in the manner and to the extent provided herein and in the Loan Agreement. The Issuer does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of, premium, if any, and interest on the Note and other payments due under the Loan Agreement.

Section 6. Loan Agreement and Note Not to be General Obligation or Indebtedness of the Issuer. The Loan Agreement and Note and the obligations of the Issuer thereunder shall not be deemed to constitute general obligations or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of (i) the Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into Debt Service Fund, which is hereby created (the "Debt Service Fund"), to pay debt service payments and all other amounts due and payable on or under the Loan Agreement and the Note, and (ii) all funds on deposit in the Debt Service Fund (including any investment securities on deposit therein) and all investment earnings on any such funds (collectively, the "Pledged Revenues"), in the manner and to the extent herein and in the Loan Agreement provided. No holder or owner of the Note shall ever have the right, directly or indirectly, to

require or compel the exercise of the ad valorem taxing power of the Issuer or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, or to maintain or continue any activities of the Issuer which generate user service charges, regulatory fees or other non-ad valorem revenues, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the Issuer other than the Pledged Revenues, all in the manner and to the extent herein, in the Loan Agreement and in the Note provided. The Loan Agreement and the Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the Issuer, or any part thereof, or any other tangible personal property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided herein and in the Loan Agreement.

Funds in the Debt Service Fund, until applied to the payment of debt service on the Note, may be invested in investments authorized by law and meeting the Issuer's written investment policy, which investments shall mature no later than the date on which moneys therein shall be needed to pay such debt service.

Section 7. Severability. If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 8. Separate Accounts. The moneys required to be accounted for in the Debt Service Fund may be deposited in a single bank or other account, and funds allocated to such account may be invested, together with other funds of the Issuer, in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of moneys on deposit therein and such investments for the various purposes of such account. The designation and establishment of the Debt Service Fund shall not be construed to require the establishment of any completely independent, self-balancing fund or account, but rather is intended solely to constitute an earmarking of certain moneys or revenues for certain purposes.

Section 9. Applicable Provisions of Law. This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the Loan Documents as provided hereby and the City Clerk is hereby authorized to attest any such signatures on any such documents and to affix the Issuer's seal thereto to the extent required by such documents. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the Issuer as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Ordinance.

Section 11. Repealer. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 12. Effective Date. This Ordinance shall take effect immediately upon its adoption.

Passed and duly adopted in public session of the City Commission of the City of Winter Park, Florida on the 8th day of May, 2017.

CITY OF WINTER PARK, FLORIDA

By: _____
Steve Leary, Mayor

ATTESTED:

By: _____
Cindy Bonham, City Clerk

APPROVED AS TO CORRECTNESS
AND FORM:

By: _____
Counsel to the City

#48888831_v6

EXHIBIT "A" TO ORDINANCE
TERM SHEET

EXHIBIT "B" TO ORDINANCE
FORM OF LOAN AGREEMENT

EXHIBIT "C" TO ORDINANCE
FORM OF COMMERCIAL NOTE



COMMITMENT LETTER

January 11, 2017

CONFIDENTIAL

City of Winter Park, Florida
Attn: Wes Hamil, Finance Director
401 Park Avenue S.
Winter Park, FL 32789

Re: One or more loans or facilities described on Annex 1 (whether one or more loans or facilities, collectively "Loan") to City of Winter Park, Florida (whether one or more collectively "Borrower")

Dear Mr. Hamil:

STI Institutional & Government, Inc., as Administrative Agent for itself and the Lenders, as defined in the Annex hereto (the "Lender") is pleased to confirm to you that, subject to the terms and conditions set forth in this letter and the terms attached hereto as Annex 1 and incorporated herein by this reference (Annex I, together with this letter and any other supplemental annexes attached hereto and incorporated herein by this reference, this "Commitment Letter"), Lender has agreed to make the Loan to Borrower. In addition to those terms set forth in this Commitment Letter, Lender may require certain other customary terms, conditions and requirements (each in form and substance satisfactory to Lender in its sole discretion) for a credit facility of this type which may not be specifically listed in this Commitment Letter. This Commitment Letter is (i) not assignable, (ii) not intended to benefit any third party, and (iii) for Borrower's confidential use only and sent to Borrower on the condition that neither its existence nor its contents will be disclosed publicly or privately to any person or entity, except to those of Borrower's officers, employees, agents, counsel or accountants directly involved with the Loan and then only on the basis that it not be further disclosed.

The commitment evidenced by this Commitment Letter is subject to, among other requirements specified herein and in Annex 1: (i) the preparation, execution and delivery of mutually acceptable loan documentation incorporating substantially the terms and conditions set forth in this Commitment Letter (collectively the "Loan Documents"); (ii) the absence of a material adverse change in the business, condition (financial or otherwise), results of operations, properties or prospects of Borrower and/or its subsidiaries (if any) as reflected in its financial statements as of September 30, 2015; (iii) the accuracy of all representations which you have made or will make to Lender and all information that you furnish to us and your compliance with the terms of this Commitment Letter; and (iv) such other terms and conditions as Lender shall deem necessary or appropriate, as will be more fully set forth in the Loan Documents.

Evaluation of the proposed financing would require and remain conditioned on, inter alia, Lender's receipt of all documentation and information Lender may require. After reviewing these items, Lender may determine that other information and/or documentation is needed to underwrite the proposed financing.

Any offer or recommendation to enter into any "swap" or trading strategy involving a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act will only occur after Lender has received appropriate information and/or documentation from you regarding whether you are qualified to enter into a swap under applicable law. Pursuant to the requirements of the Patriot Act, Lender and its affiliates are required to obtain, verify and record information that identifies Loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for SunTrust and its affiliates.

All costs incurred by Lender in connection with the proposed financing, including but not limited to, Lender's legal fees and expenses, appraisals, searches, reports and other third party costs (collectively "**Costs**"), shall be paid and/or reimbursed by Borrower, whether or not the proposed financing closes, and your acknowledgement below authorizes Lender to order and proceed with same, and to engage legal counsel, all at your expense and in reliance on this understanding. Borrower shall be responsible for all fees and expenses including, without limitation, legal fees and expenses, incurred by Lender in enforcing its rights under this Commitment Letter. Borrower's obligation in respect of the costs and expenses referenced in this paragraph is in consideration, inter alia, for Lender's undertaking to underwrite the proposed financing and incur such Costs and shall survive the cancellation or termination of this Commitment Letter. If there are multiple parties comprising "Borrower", the defined terms shall refer to all such parties collectively, but each such party shall be jointly and severally liable under this Commitment Letter.

This Commitment Letter constitutes the entire understanding between Lender and Borrower in connection with the Loan as of the date hereof, (ii) supersedes any prior written or oral communications or understandings, and (iii) may be amended only by a writing signed by Borrower and Lender. If Lender and Borrower enter into the proposed Loan, this Commitment Letter shall not survive closing of the Loan but shall be superseded by the documents evidencing the Loan. This Commitment Letter is governed by the laws of the State of FL. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER EACH HEREBY WAIVES JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER.** Neither Lender nor Borrower shall be deemed to have entered into, signed or executed binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Lender's express acceptance of Loan documents prepared by Lender or its counsel and bearing Borrower's duly authorized signature.

If you are in agreement with the foregoing, please sign and return a copy of this Commitment Letter to Lender by February 15, 2017, or this Commitment Letter will be deemed withdrawn.

Notwithstanding any other provision of this Commitment Letter, Lender's commitment and undertakings as set forth herein shall not be or become effective for any purpose unless and until Lender receives such copy of this Commitment Letter duly executed by an authorized officer of the Borrower prior to 5:00 p.m. (EST), on February 15, 2017. In no event shall Lender have any obligation to make the Loan available unless the closing shall have occurred on or prior to March 15, 2017. In addition to the foregoing, this Commitment Letter may be terminated at any time by mutual agreement.

This Commitment Letter may be executed in any number of separate counterparts, each of which shall collectively and separately, constitute one agreement. A signed counterpart of this Commitment Letter transmitted via facsimile, pdf or some other electronic means shall be as fully enforceable as the counterpart containing the original signature(s). Upon acceptance by you as provided herein, this Commitment Letter shall supersede all understandings and agreements between the parties hereto in respect of the transactions contemplated hereby.

We look forward to working with you on this transaction.

Yours sincerely,

Brian Orth
First Vice President and Relationship Manager
STI Institutional & Government Banking, Inc.

Lender's Address:
200 S. Orange Avenue – SOAB 6
Orlando, FL 32801

The terms and conditions of this Commitment Letter are hereby acknowledged and agreed to this ____ day of _____, 2017.

BORROWER:

By: _____

Print Name:_____

Print Title:_____

ANNEX 1

SUMMARY OF TERMS AND CONDITIONS

**Municipal Advisor
Rule Disclosure:**

STI Institutional & Government, Inc. (Lender) is an institutional buyer and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Regulation, and in this term sheet is providing information regarding the terms under which it would make such a purchase for its own account.

- (a) Lender is not recommending an action to Borrower or the issuer of the debt;
- (b) Lender is not acting as an advisor to Borrower or the issuer of the debt and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to Borrower or the issuer of the debt with respect to the information and material contained in this communication;
- (c) Lender is acting for its own interests; and
- (d) Borrower and the issuer of the debt should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

Borrower: City of Winter Park, Florida ("Borrower").

Lender: STI Institutional & Government, Inc. ("Lender").

Facility: Taxable Line of Credit.

The Loan will be a revolving line of credit.

Loan Amount: \$8,000,000.

Purpose: Proceeds from the Line of Credit will be used to finance various operational needs of the City of Winter Park's Electric Utility System.

Maturity Date: 364 days from the closing date.

Interest Rate: The rate of interest on the outstanding balance will be as follows: 30 day LIBOR + 200 bps. The note shall have an interest rate floor 3.0%.

In the event that any portion of the outstanding balance is ever termed out, based on mutually agreed upon terms between the Lender and Borrower, at that time, it will be determined if the termed out portion/loan is tax exempt/taxable and/or bank qualified, and the interest rate will be determined/set accordingly.

Commitment Fee: 25 bps per annum on average un-drawn portion of Line of Credit paid quarterly in arrears.

Repayments: Interest only due monthly with the unpaid balance of principal plus accrued and unpaid interest and any other amounts owed, due and payable on the Maturity Date.

Prepayment: The Lender will allow prepayment in whole and in part at any time without penalty.

**Accounts and
Payments by
Auto Debit:**

Borrower agrees to execute an agreement authorizing Lender to debit a deposit account maintained by Borrower with SunTrust Bank or bank of its choice approved by Lender for all amounts due under the Loan.

Security: The Note will be secured solely by a covenant to budget and appropriate legally available non-ad valorem revenues (CB&A Pledge) (collectively, the "Pledged Revenues").

The City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund, amounts sufficient to pay principal of and interest on the Notes not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

The City covenants to maintain and collect non ad valorem revenues sufficient to cover essential government services plus 120% of the maximum annual debt service coming due each year on all outstanding debt. On an annual basis, the Finance Director of the City will provide to SunTrust a certificate evidencing compliance.

**Representations
and Warranties:**

Usual and customary for Lender in transactions of this type.

**Affirmative
Covenants:**

In addition to the covenants expressly set forth herein, other affirmative covenants usual and customary for Lender in transactions of this type, including without limitation: Borrower shall submit to the Lender annual audited financial statements within 270 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Lender may reasonably request, in form satisfactory to Lender, and other additional information, reports or schedules (financial or otherwise), all as Lender may request.

**Negative
Covenants:**

Usual and customary of Lender in transactions of this type.

Events of**Default:**

Usual and customary for transactions of this type (with customary notice and cure periods), and usual and customary remedies. The default rate shall be equal to 18% or the maximum allowed rate by law.

Anti-dilution Test:

Testing required only when new debt secured by Non Ad Valorem Revenues is issued. The City will not issue any additional obligations secured by Non Ad Valorem Revenues unless there shall be prepared by City staff and filed with the City Clerk a report showing that for any 12 consecutive months out of the 18 months preceding the proposed date of issuance of such additional obligations, the combined maximum annual debt service requirement with respect to current and proposed non ad valorem debts does not exceed 50% of the Non Ad Valorem Revenues deposited by the city in its General Fund for such 12-month period. Upon the issuance of any additional Debt the Finance Director of the City shall provide a certificate evidencing compliance.

Opinion of Counsel:

- (a) Borrower shall be required to deliver a written opinion from Borrower's Counsel, in form and substance acceptable to the Lender and Lender's Counsel.
- (b) In the event of a Line of Credit balance term out, as described above under Interest Rate, EITHER:
 - 1) Non-Bank Qualified - Receipt of opinion from Note Counsel in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Note is excludable from gross income of the owners thereof for Federal income tax purposes OR
 - 2) Bank Qualified - Receipt of opinion from Note Counsel in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Note is excludable from gross income of the owners thereof for Federal income tax purposes and that the Note is a qualified tax-exempt obligation under Section 265(b) (3) of the Internal Revenue Code, will be required.

Legal Fee Quote:

Our proposed Lender's counsel is Michael Wiener at Holland & Knight in Lakeland, Florida. Fees for Lender's counsel will be:

- (a) \$2,000.00 if our counsel closes the transaction and prepares all documentation.
- (b) Borrower agrees to pay the agreed fees for Lender's counsel and all other reasonable fees, charges, expenses and costs in connection with the transaction.
- (c) Payment by borrower of expenses described herein shall not be contingent upon closing and legal fees on account of borrower after documentation has started are payable regardless of whether the transaction closes.
- (d) If the loan has extraordinary negotiations, unexpected issues arise or the loan does not close before the closing date set in the commitment the legal fee will be increased to reflect any extra work performed and Borrower agrees to pay such fee.

Closing Conditions: The closing of the Loan shall be conditioned upon satisfaction (or valid waiver) of conditions precedent usual and customary for transactions of this type, including, without limitation, the following conditions (all of the items to be delivered in form and substance satisfactory to Lender): (1) receipt and review of (a) all financial, formation and other information required by Lender on Borrower) and their constituent entities and other entities specified by Lender, including all due diligence materials to verify authority, identity and background information for regulatory purposes under applicable “know your customer” and anti-money laundering laws, as deemed necessary by Lender in its sole and absolute discretion and (b) such other information and due diligence deliveries as are requested by and acceptable to Lender, including, but not limited to, legal documentation and attorney opinion letters; (2) authorization, execution and delivery of such documentation as is standard and customary for this type of transaction or otherwise deemed necessary or appropriate by Lender, including customary increased cost, yield protection provisions, treating Basel III and Dodd Frank as changes in law in a manner similar to that proposed by the LSTA for such provisions; and (3) there shall not have occurred, in the opinion of Lender, any material adverse change in the business or financial condition of Borrower or in any other state of facts submitted to Lender in connection with the Loan, from that which existed at the time Lender initially considered the proposed Loan.

The funding of the Loan shall be subject to accuracy of representations and warranties as of the date of such Loan and no event of default or incipient default under the Loan shall have occurred and be continuing as of the date of such Loan or would result from making the Loan.

In accordance with existing Anti-Dilution test for new debt secured by a covenant to budget and appropriate, the Finance Director of the City shall provide a certificate evidencing compliance.

Expenses and Indemnification: Borrower will pay all costs and expenses of Lender in connection with the administration and enforcement of all documentation executed in connection with the Loan including, without limitation, the fees, charges and disbursements of Lender's counsel (including in-house counsel) subject to the limitations above regarding the loan closing counsel fees.

Governing Law and Jurisdiction: State of FL.

This Summary of Terms and Conditions is intended as an outline of certain material terms and conditions applicable to the Loan and does not purport to describe all of the terms and conditions, representations and warranties, covenants and other provisions that could be contained in the definitive loan and collateral documentation relating to the Loan.

EXHIBIT "B" TO ORDINANCE
FORM OF LOAN AGREEMENT

This Agreement dated April ___, 2017 between City of Winter Park, Florida ("**Borrower**") and SunTrust Bank ("**SunTrust**") constitutes the "Agreement" referenced under "Additional Terms and Conditions" in the Commercial Note dated April ___, 2017 in the Loan Amount up to \$8,000,000 (the "Commercial Note"). The terms and conditions of this Agreement and the terms and conditions of the Note constitute the entire agreement between Borrower and SunTrust. All defined terms used herein that are not defined herein shall have the meanings ascribed to such terms in the above referenced Commercial Note.

Borrower and SunTrust hereby agree to the following terms and conditions:

I. AFFIRMATIVE COVENANTS

A. Financial Information. Borrower shall deliver the following financial information to SunTrust as indicated below:

Borrower's Annual consolidated Financial Statement that has been audited by a certified public accountant acceptable to SunTrust. Such Financial Statement shall be prepared on a GAAP (generally accepted accounting principles) basis and shall be delivered to SunTrust within two hundred and seventy days (270) after Borrower's Fiscal Year-end, commencing with the Fiscal Year ending September 30, 2016. "Financial Statement" shall include at a minimum, a balance sheet, income statement, statement of retained earnings, statement of cash flows, footnotes, appropriate supporting schedules and other information requested by SunTrust.

Borrower's annual operating budget for the following Fiscal Year shall be delivered to SunTrust within thirty (30) days of adoption each Fiscal Year, commencing with the Fiscal Year ending September 30, 2017.

Borrower shall deliver within five (5) days of such request, any additional financial information with respect to Borrower as SunTrust may reasonably request.

B. Notification. Borrower shall immediately notify SunTrust of (i) the occurrence of any event of default (or any circumstances which, with notice or the passage of time or both, would constitute an event of default) under the Note, (ii) the commencement of any action, suit, or proceeding or any other matter that could reasonably be expected to have a material adverse effect on the financial condition, operations, assets or prospects of Borrower, (iii) any event or development that could reasonably be expected to have a material adverse effect on the assets, operations or financial condition of Borrower.

II. COMMITMENT FEE. During the term of the Commercial Note, the Borrower shall pay a fee of 25 basis points (0.25%) per annum, payable quarterly in arrears, on the average portion of the available amount under the Commercial Note that was not drawn upon during such period.

III. AFFIRMATIVE COVENANTS

Ongoing Requirement. The City covenants and agrees to maintain and collect Non-Ad Valorem Revenues sufficient to cover two times the maximum annual debt service on debt pledging Non-Ad Valorem Revenues coming due each year on all outstanding Debt (the "Debt Service Coverage Ratio Test"), as evidenced by an annual certificate of the Finance Director that such debt service ratio has been maintained. Notwithstanding the foregoing, or any provision of the Bond Resolution or Agreement to the contrary, the Borrower has not covenanted to maintain any services or programs now maintained or provided by the Borrower, including those programs and services which generate Non-Ad Valorem Revenues.

Payment by ACH Direct Debit. The Borrower agrees to have all debt service payments collected via ACH Direct Debit from an account with SunTrust or bank of Borrower's choice located in the continental United States.

IV. CONDITION PRECEDENT TO THE MAKING OF EACH ADVANCE. The making of each advance under the Note is subject to accuracy of representations and warranties and the further condition that no Event of Default or event which with the passing of time or the giving of notice or both would constitute an Event of Default shall exist at such time.

IN WITNESS WHEREOF, Borrower and SunTrust have caused this Agreement to be executed as of the date first above written.

CITY OF WINTER PARK, FLORIDA
Borrower

By _____
Steve Leary, Mayor

ATTEST:

Cindy Bonham, City Clerk

(Seal)

SUNTRUST BANK

By: _____
Brian Orth, First Vice President

#48888366_v7

EXHIBIT "C" TO ORDINANCE
FORM OF COMMERCIAL NOTE



Commercial Note Florida

Borrower City of Winter Park, Florida Date April, 2017
Borrower's Address 401 Park Avenue S, Winter Park, Florida 32789
Loan Amount Eight Million Dollars (\$8,000,000)
Account Number 0050922531 Note Number _____ Officer Brian Orth

For value received, the borrower(s) named above, whether one or more (the "Borrower" or "City"), promises to pay to the order of SunTrust Bank, a Georgia banking corporation ("SunTrust") at any of its offices, or at such place as SunTrust may in writing designate, without offset in U.S. Dollars in immediately available funds, the Loan Amount shown above, or the total of all amounts advanced under this commercial note and any modifications, renewals, extensions or replacements thereof (this "Note") if less than the full Loan Amount is advanced, plus interest and any other amounts due, upon the terms specified below.

Note Type Repayment Terms

- ☒ **Revolving Closed Master Borrowing Note With Maturity Date** This is an open end revolving line of credit. Borrower may borrow an aggregate principal amount up to the Loan Amount outstanding at any one time.
- Principal is due and payable in full on the Maturity Date, but the Borrower shall be liable for only so much of the Loan Amount as shall be equal to the total amount advanced to the Borrower by SunTrust from time to time, less all payments made by or for the Borrower and applied by SunTrust to principal. Advances under this Note shall be recorded and maintained by SunTrust in its internal records and such records shall be conclusive of the principal and interest owed by Borrower unless there is a material error in such records. Accrued interest will be payable on the 1st day of each month, with all unpaid accrued interest due and payable on the Maturity Date.

"Maturity Date" means _____, 2018, or such date to which this Note may be extended or renewed in the sole discretion of SunTrust by written notice from SunTrust to Borrower.

☒ Additional Terms And Conditions

This Note is governed by additional terms and conditions contained in an Agreement to Commercial Note between the Borrower and SunTrust dated April __, 2017 and any modifications, renewals, extensions or replacements thereof (the "Agreement"). In the event of a conflict between any term or condition contained in this Note and in the Agreement, such term or condition of the Agreement shall control.

Interest

Interest will accrue on an actual / 360 day basis (calculated on the basis of a 360 day year based on actual days elapsed). Interest shall accrue from the date of disbursement on the unpaid balance and shall continue to accrue until this Note is paid in full. Subject to the above, interest per annum payable on this Note (the "Rate") shall be:

- ☒ Variable: This is a variable rate transaction. The interest rate is prospectively subject to increase or decrease without prior notice and is based on the following Index.
- ☒ The LIBOR Rate as defined on the attached Addendum A (the "Index").

The Rate shall equal the greater of (i) the Index plus 2% per annum or (ii) 3.00% per annum.

Adjustments to the Rate shall be effective as of the date referenced on the attached Addendum A.

Security

The collateral for this Note includes the following:

The payment of the principal of, premium, if any, and interest under this Note and other payments due under the Agreement shall be secured forthwith equally and ratably by an irrevocable lien and a pledge of (i) the Non-Ad Valorem Revenues (as defined below) actually budgeted and appropriated and deposited into the Debt Service Fund (as established under the Bond Ordinance, dated April __, 2017, the "Bond Ordinance") and (ii) all funds on deposit in the Debt Service Fund (including any investment securities on deposit therein) and all investment earnings on any such funds (collectively, the "Pledged Revenues") all in the manner and to the extent provided in the Bond Ordinance and in the Agreement. "Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Borrower derived from any source whatsoever, other than ad valorem taxation on real and personal property, including, without limitation, investment income, which are legally available for the payment by the Borrower of debt service on the Note, including, without limitation, legally available non-ad valorem revenues derived from sources subject to a prior pledge thereof for the payment of other obligations of the Borrower and available after payment of principal and interest on such other obligations, after provision has been made by the Borrower for the payment of services and programs which are for essential governmental services of the Borrower or which are legally mandated by applicable law.

Notwithstanding anything herein or in the Agreement to the contrary, the Agreement and the Note and the obligations of the Borrower thereunder shall not be deemed to constitute general obligations or a pledge of the faith and credit of the Borrower, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues, in the manner and to the extent herein and in the Agreement provided. No holder or owner of the Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Borrower or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, or to maintain or continue any activities of the Borrower which generate user service charges, regulatory fees or other non-ad valorem revenues, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the Borrower other than the Pledged Revenues, all in the manner and to the extent provided in the Bond Ordinance, the Agreement and in the Note. The Agreement and the Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the Borrower, or any part thereof, or any other tangible personal property of or in the Borrower, but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided herein and in the Agreement.

All of the foregoing security referred to herein as the "Collateral" consists solely of the Non-Ad Valorem Revenues budgeted and appropriated and deposited into the Debt Service Fund and all funds on deposit in the Debt Service Fund (including any investment securities on deposit therein) and all investment earnings on any such funds.

Loan Purpose And Updated Financial Information Required

The Borrower warrants and represents that the loan evidenced by this Note is being made solely for the purpose of working capital. The Borrower agrees to provide to SunTrust updated financial information required under the Agreement, together with such additional information, reports or schedules (financial or otherwise), all as SunTrust may reasonably request from time to time request.

Representations and Warranties

This Note has been duly executed and delivered by Borrower, constitutes Borrower's valid and legally binding obligations and is enforceable in accordance with its terms against Borrower. The execution, delivery and performance of this Note and the consummation of the transaction contemplated will not, with or without the giving of notice or the lapse of time, (a) violate any material law applicable to Borrower, (b) violate any judgment, writ, injunction or order of any court or governmental body or officer applicable to Borrower, nor (c) violate or result in the breach of any material agreement to which Borrower is a party. No consent, approval, license, permit or other authorization of any third party or any other governmental body other than the City Commission of the Borrower is required for the valid and lawful execution and delivery of this Note.

The Borrower does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of, premium, if any, and interest on the Note and other payments due under the Agreement.

The City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Borrower to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated deposited and actually paid. Until such monies are budgeted, appropriated and deposited in the Debt Service Fund, there shall be no lien upon or pledge of such Non-Ad Valorem Revenues. Thus, no lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited into the Debt Service Fund as provided in the Bond Ordinance. The Borrower further acknowledges and agrees that the obligations of the Borrower to include the amounts of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Bond Ordinance.

The covenant to budget and appropriate does not preclude the Borrower from pledging in the future its Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Borrower. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments).

Nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Borrower and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligations of the Borrower shall not be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Borrower.

Anti-Dilution

For so long as any of the principal amount of or interest on the Note is outstanding or the Borrower shall have the right to request an advance under the Note, the Borrower covenants to SunTrust that the Borrower shall not incur additional Debt unless the Borrower files a report with the City Clerk showing that for any 12 consecutive months out of the 18 months preceding the proposed date of issuance of such additional Debt, the maximum annual debt service in any Note Year resulting from the aggregate outstanding Debt of the

Borrower, including such additional Debt, does not exceed fifty percent (50%) of total Non-Ad Valorem Revenues for such period (the "Anti-Dilution Test").

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the debt or upon a default), then the interest rate on such Debt shall be assumed to be the highest of (x) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (y) for tax-exempt Debt, The Bond Buyer Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (z) for taxable Debt, the yield on a U.S. Treasury obligation with a maturity closest to but not before the maturity date of such Debt, as reported by the ICE Benchmark Administration ("IBA") rate for fixed-rate payers in the U.S. Dollar interest rate swaps on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent, provided that if the Borrower shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if The Bond Buyer Revenue Bond Index or the IBA is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Borrower shall be utilized in the foregoing calculations.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Borrower for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Borrower to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Borrower as lessee under capitalized leases; and (iv) all indebtedness of other persons to the extent guaranteed by, or secured by Non-Ad Valorem Revenues of, the Borrower.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other period of twelve consecutive months as may hereafter be designated as the fiscal year of the Borrower.

"Note Year" means the annual period beginning on the first day of October of each year and ending on the last day of the succeeding September, with the first Note Year ending September 30, 2016; provided however, principal and interest on Debt maturing or becoming subject to redemption on October 1 of any year shall be deemed to mature or become subject to redemption on the last day of the preceding Note Year.

Default, Acceleration And Setoff

An "event of default" shall occur hereunder upon the occurrence of any one or more of the following events or conditions:

- (a) the failure by the Borrower to pay, whether by acceleration or otherwise, (i) any principal amount owed under this Note when due, or (ii) any interest or fees when due and such failure shall continue unremedied for a period of five (5) days thereafter;
- (b) the occurrence of any event of default under any other agreement executed in connection with this Note or the failure of the Borrower to perform any covenant, promise or obligation contained in this Note, such other agreement or any other agreement to which the Borrower and SunTrust are parties, provided, however that if such failure relates to a covenant other than a negative covenant or a financial covenant under this Note or any agreement executed in connection with this Note, the Borrower shall have thirty (30) days after the earlier of the date (i) the Borrower or any officer or representative of the Borrower becomes aware of such failure or (ii) notice of such failure is given to the Borrower by SunTrust before such failure shall constitute an event of default hereunder;
- (c) any representation or warranty of the Borrower contained in this Note or any other agreement with SunTrust shall prove to be incorrect in any material respect (other than any representation or warranty that is expressly qualified by a material adverse effect or other materiality, in which case such representation or warranty shall prove to be incorrect in any respect);
- (d) the failure of the Borrower to pay when due any principal, interest or other amount due under any indebtedness of the Borrower (after any applicable grace period specified in connection with such indebtedness) to any creditor other than SunTrust or any event shall occur or condition shall exist under any agreement or instrument relating to such indebtedness, if the effect of such event or condition is to accelerate, or permit the acceleration, of such indebtedness;
- (e) the Borrower shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any substantial part of the Borrower's property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this section (e), (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or for a substantial part of the Borrower's assets, (iv) file an answer admitting the material allegations of a petition filed against the Borrower in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing;
- (f) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or the Borrower's debts, or any substantial part of the Borrower's assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or for a substantial part of the Borrower's assets, and in any such case, such proceeding or petition shall remain undismissed for a period of sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;
- (g) the entry of a judgment in excess of \$1,000,000 against the Borrower which remains unstayed, unsatisfied or unbonded for thirty (30) days following the entry of the judgment, or the issuance or service of any attachment, levy or garnishment against the Borrower or the property of the Borrower or the repossession or seizure of property of the Borrower;

- (h) any provision of any guaranty, security agreement, or other collateral documentation shall, due to any act or failure to act by the Borrower, cease to be valid and binding on, or enforceable against, the Borrower, or the Borrower shall so state in writing, or the Borrower shall terminate or seek to terminate the Borrower's obligations under such agreements;
- (i) a material adverse change in the financial condition, operations, business, or prospects of the Borrower has occurred since the date of this Note affecting the Borrower; or
- (j) the failure of the Borrower to comply with the Anti-Dilution Test or the Debt Service Coverage Ratio Test in any Fiscal Year.

SunTrust shall not be obligated to fund this Note or make any advance under this Note if at the time such funding or advance is requested there exists (i) an event of default or (ii) an event or condition which with the passage of time or giving of notice or both would result in an event of default. Upon the occurrence of an event of default, SunTrust shall, at its option, have the remedies provided herein and by any other agreement between SunTrust and the Borrower or under applicable law, including without limitation, declaring the entire outstanding principal balance, together with all interest thereon and any other amounts due under this Note, to be due and payable immediately without presentment, demand, protest, or notice of any kind, except notice required by law. Upon the occurrence of an event of default under paragraph (e) or (f) above, the entire outstanding principal balance, together with all interest thereon and any other amounts due under this Note, shall automatically become due and payable without presentment, demand, protest, or notice of any kind except notice required by law, and SunTrust's obligation to make advances under this Note shall automatically terminate without notice or further action by SunTrust. Upon the occurrence of an event of default, as of the date of such event of default, SunTrust, at its option, may charge interest on the unpaid balance of this Note at the lesser of (a) the aggregate of Prime Rate plus 8% per annum or (b) the maximum rate allowed by law (the "Default Rate") until paid in full.

"Prime Rate" shall mean the per annum rate which SunTrust announces from time to time to be its prime rate, as in effect from time to time. The prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. SunTrust may make commercial loans or other loans at rates of interest at, above or below the prime rate. Each change in the prime rate shall be effective from and including the date such change is announced as being effective. The Prime Rate is subject to increase or decrease at the sole option of SunTrust.

Late Charges And Other Authorized Fees And Charges

If any portion of a payment is at least ten (10) days past due, the Borrower agrees to pay a late charge of 2.5% of the amount which is past due. Unless prohibited by applicable law, the Borrower agrees to pay the fee established by SunTrust from time to time for returned checks if a payment is made on this Note with a check and the check is dishonored for any reason after the second presentment. In addition to any other amounts owed under the terms of this Note, the Borrower agrees to pay those fees and charges disclosed in the attached Disbursements and Charges Summary which is incorporated in this Note by reference and, as permitted by applicable law, the Borrower agrees to pay the following: (a) all expenses, including, without limitation, any and all costs incurred by SunTrust related to enforcement, all court costs and out-of-pocket collection expenses, and reasonable attorneys' fees actually incurred, whether suit be brought or not, incurred in collecting this Note; (b) any expenses or costs (including reasonable attorneys' fees) incurred in defending any claim arising out of the execution of this Note or the obligations which it evidences; and (c) any other charges permitted by applicable law. The Borrower agrees to pay such amounts on demand or, at SunTrust's option, such amounts may be added to the unpaid balance of the Note and shall accrue interest at the stated Rate. All amounts due hereunder shall be payable from Non-Ad Valorem Revenues budgeted and appropriated in accordance with this Note and the Bond Ordinance.

☒ Prepayment Provisions

Principal on this Note may be paid in whole or in part at par and without penalty at any time upon two Business Days' Notice to the Bank.

"Business Days" means any day other than a Saturday, Sunday or day on which banking institutions in the State of Florida are authorized or required by law to remain closed.

Waivers

The Borrower waives presentment, demand, protest, notice of protest and notice of dishonor and waive all exemptions, whether homestead or otherwise, as to the obligations evidenced by this Note and waive any discharge or defenses based on suretyship or impairment of Collateral or of recourse to the extent permitted by law.

Waiver of Jury Trial

THE BORROWER AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUNTRUST ENTERING INTO OR ACCEPTING THIS NOTE. FURTHER, THE BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF SUNTRUST, NOR SUNTRUST'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUNTRUST WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

Patriot Act Notice

SunTrust hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), SunTrust may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow SunTrust to identify the Borrower in accordance with the Act.

Sovereign Immunity

The defense of sovereign immunity is not available to the City in any proceedings by the Bank to enforce any of the obligations of the City under this Commercial Note or the Agreement, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is available only to the extent set forth under Florida Statutes Section 768.28 or other similarly applicable provision of law, and, to the extent permitted by applicable law, the City consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.

Miscellaneous

All amounts received by SunTrust shall be applied to expenses, late fees and interest before principal or in any other order as determined by SunTrust, in its sole discretion, as permitted by law. Any provision of this Note which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Note. No amendment, modification, termination or waiver of any provision of this Note, nor consent to any departure by the Borrower from any term of this Note, shall in any event be effective unless it is in writing and signed by an authorized officer of SunTrust, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. If the interest Rate is tied to an external index and the index becomes unavailable during the term of this loan, SunTrust may, in its sole and absolute discretion, designate a substitute index with notice to the Borrower. No failure or delay on the part of SunTrust to exercise any right, power or remedy under this Note shall be construed as a waiver of the right to exercise the same or any other right at any time. The captions of the paragraphs of this Note are for convenience only and shall not be deemed to constitute a part hereof or used in construing the intent of the parties. All representations, warranties, covenants and agreements contained herein or made in writing by Borrower in connection herewith shall survive the execution and delivery of this Note and any other agreement, document or writing relating to or arising out of any of the foregoing. All notices or communications given to Borrower pursuant to the terms of this Note shall be in writing and may be given to Borrower at Borrower's address as stated below or at the top of this Note unless Borrower notifies SunTrust in writing of a different address. Unless otherwise specifically provided herein to the contrary, such written notices and communications shall be delivered by hand or overnight courier service, or mailed by first class mail, postage prepaid, addressed to the Borrower at the address referred to herein. Any written notice delivered by hand or by overnight courier service shall be deemed given or received upon receipt. Any written notice delivered by U.S. Mail shall be deemed given or received on the third (3rd) business day after being deposited in the U.S. Mail. Notwithstanding any provision of this Note or any loan document executed in connection with this Note to the contrary, the Borrower and SunTrust intend that no provision of this Note or any loan document executed in connection with this Note be interpreted, construed, applied, or enforced in a way that will permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of the jurisdiction indicated below, or federal law if federal law preempts the law of such jurisdiction with respect to this transaction (the "Maximum Permitted Rate"). If, however, any such provision is so interpreted, construed, applied, or enforced, Borrower and SunTrust intend (a) that such provision automatically shall be deemed revised so as to require payment only of interest at the Maximum Permitted Rate; and (b) if interest payments in excess of the Maximum Permitted Rate have been received, that the amount of such excess shall be deemed credited retroactively in reduction of the then-outstanding principal amount of this obligation, together with interest at the Maximum Permitted Rate. In connection with all calculations to determine the Maximum Permitted Rate, the Borrower and SunTrust intend that all charges be excluded to the extent they are properly excludable under the usury laws of such jurisdiction or the United States, as they from time to time are determined to apply to this obligation; and (b) that all charges that may be spread in the manner provided by statute of the jurisdiction indicated or any similar law, be so spread.

Liability, Successors And Assigns And Choice Of Law

This Note shall apply to and bind each of the Borrower's successors and permitted assigns and shall inure to the benefit of SunTrust, its successors and assigns. Notwithstanding the foregoing, Borrower shall not assign Borrower's rights or obligations under this Note without SunTrust's prior written consent. This Note shall be governed by applicable federal law and the internal laws of the state of Florida. The Borrower agrees that certain material events and occurrences relating to this Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to this Note, SunTrust and Borrower consent to the exclusive jurisdiction and venue of any court of proper jurisdiction located in Orange County, Florida.

Documentary and Intangible Taxes

In the event that any intangible tax or documentary stamp tax is due from SunTrust to any state or other governmental agency or authority because of the execution or holding of this Note, the Borrower shall, upon demand, reimburse SunTrust for any such tax paid.

Documentary Stamp Tax Statement: Exempt from Documentary Stamp Taxes under Section 201.24, Florida Statutes.

Transfer of Loan

SunTrust may, at any time, sell, transfer or assign the Note, the related security instrument and any related loan documents, and any or all servicing rights with respect thereto or grant participations therein (the "Loan"). SunTrust may forward to each purchaser, transferee, assignee, servicer or participant in such Loan (collectively, the "Participant") and each prospective Participant, all documents and information which SunTrust now has or may hereafter acquire relating to the Borrower, any loan to Borrower, whether furnished by Borrower, or otherwise, as SunTrust determines necessary or desirable.

By signing below under seal, the Borrower agrees to the terms of this Note and the disbursement of proceeds as described in the Disbursements and Charges Summary form provided in connection with this transaction.

CITY OF WINTER PARK, FLORIDA
Borrower

By _____
Steve Leary, Mayor

ATTEST:

Cindy Bonham, City Clerk

(Seal)

Borrower's Billing Address, if different from address indicated at the top of this Note:

#48877835_v5



city commission public hearing

Item type	Public Hearing	meeting date	April 24, 2017		
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning & Comm. Development		<input checked="" type="checkbox"/> City Attorney		
division			<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	<u>7-0</u> final vote
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input checked="" type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input checked="" type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

subject

Review and adopt at second reading the nine elements of the Comprehensive Plan update.

motion | recommendation

Conduct the second reading and public hearing of and adopt an Ordinance amending the Goals, Objectives and Policies of the nine Elements that comprise the City's 2017 Comprehensive Plan with the changes to various elements addressing the Florida Department of Economic Opportunity's ORC Report and incorporating additional City staff recommended revisions as presented herein.

background

On December 12, 2016 the City Commission reviewed and adopted at first reading the nine elements of the Comprehensive Plan update for transmittal to the Florida Department of Economic Opportunity and reviewing agencies. On February 24, 2017 the City received the Objections, Recommendations, and Comments (ORC) Report from FDEO. The ORC had three objections to the proposed changes. These objections have been addressed. In reviewing the Plan after transmittal, staff is also recommending several additional changes. A summary that addresses all of the changes for the second reading is attached.

Prior to the City Commission final adoption, Planning staff hosted a community workshop on April 17, 2017 to review the ORC report comments from the Department of Economic Opportunity and answer any public comments about the Comprehensive Plan before final adoption. There were about 17 people in attendance and staff answered questions about the process and specific policies.

Staff received two policies for inclusion into the Planning Area H – Hannibal Square Neighborhood for consideration as part of the final Plan adoption. The policies encourage the

preservation and conservation of the historic components of Hannibal Square and the walkability of the neighborhood.

alternatives | other considerations

The City Commission can adopt as transmitted, adopt with changes or choose to not adopt until a later time. The City has up to 180 days from the transmittal of the ORC report to adopt the revised Comprehensive Plan.

Objections, Recommendations and Comments Report Changes

Florida State Department of Economic Opportunity

Objection 1. Planning Horizon- Future Land Use Map and Transportation Map Series

The City's Map 1-2: *Future Land Use Map* does not establish a future planning horizon. Section 163.3177(5)(a), F.S., states "Each local government comprehensive plan must include at least two planning periods, one covering at least the first 5-year period occurring after the plan's adoption and one covering at least a 10-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process." Future Land Use Element Objective 1-1.1 *Principles for Managing Growth within Planning Horizons* requires the City to establish a ten-year planning horizon with projected population to provide data for the evaluation and analysis. However, the Map Series does not identify a future planning horizon creating an internal inconsistency with this Objective.

Authority: Section 163.3177(5) (a), F.S.

Recommendation: Prior to adoption, the City should revise this amendment to establish a planning horizon for the comprehensive plan extending to at least 2027 in order to meet the 10-year planning requirement as required by Section 163.3177(5) (a), F.S. This updated planning horizon should be identified on the map series, by including the horizon date in the map title.

Objection 2: Adoption of the Water Supply Facilities Work Plan

The City proposes to revise existing Public Facilities Element Policy 4-5.1 .8 *Implementation of the City Water Supply Facilities Work Plan* to delete the phrase *is hereby adopted as an exhibit*. The proposed revision is in conflict with Section 163.3177(6) (c) 3. F.S., which requires local governments to adopt a Water Supply Facilities Work Plan.

Authority: Section 163.3177(6) (c) 3. F.S.

Recommendation: Prior to adoption, the City should revise the amendment to adopt its *Water Supply Facilities Work Plan*. The *Water Supply Facilities Work Plan* may be adopted through its incorporation in whole, or, through reference, within the adopted portion of the comprehensive plan. If adopted by reference, in accordance with Section 163.3177(1) (b), F.S., the reference must identify the title, author, and indicate clearly what provisions and edition of the document is being adopted.

Objection 3: Water Supply Plan Facilities Work Plan 10-Year Planning Horizon

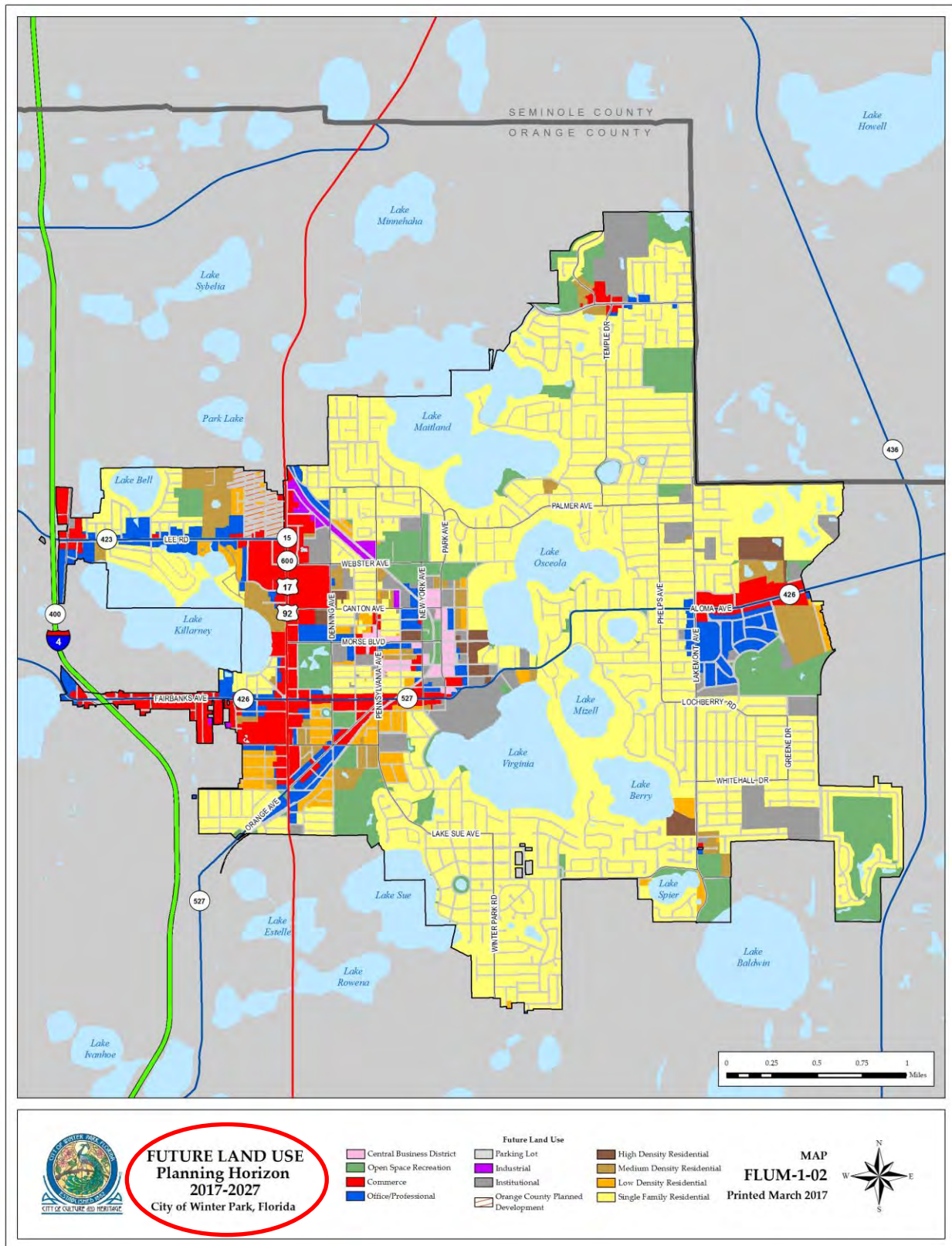
The City proposes revisions to its *Water Supply Facilities Work Plan* to address future water demand. The *Plan* does not identify a 10-year planning horizon as required by 163.3177(6) (c), F.S.

Authority: Section 163.3177(6) (c) 3. F.S.

Recommendation: Prior to adoption, the City should revise the amendment so that the *Water Supply Facilities Work Plan* addresses future water demand for a planning period extending at least 10 years in to the future, including, specifically revising the *Plan's* Tables 4-22 through 4-25 to extend at least until 2027.

Staff Response to DEO Objections:

Objection 1: Chapter 1 Future Land Use Element GOP/DIA: Addition of a Planning Horizon date to the Future Land Use Map (FLUM-1-02).



Objection 2:

Staff revised Policy 4-5.1.8 to reflect an approved Water Supply Facilities Work Plan within the GOPs and provided references to the material available in the DIA.

Chapter 4 Public Facilities Element GOP: Adoption of Water Supply Facilities Work Plan. **Policy 4-5.1.8: Implementation of City Water Supply Facilities Work Plan.** The City of Winter Park Water Supply Facilities Work Plan as submitted by the City and approved by the St. Johns River Water Management District in October 2005 for the time period of 2005 through 2015 is hereby adopted by reference. ~~located in the Data Inventory and Analysis section of this Public Facilities Element is hereby adopted as an exhibit to this element.~~

Objection 3:

Staff revised the DIA to provide clarification on the author and date under the Water Supply Facilities Work Plan subsection and extended Tables 4-22, 4-23 and 4-25 to incorporate the Plan's planning horizon of 2027.

Chapter 4 Public Facilities DIA:

WATER SUPPLY FACILITIES WORK PLAN

Prepared by the City of Winter Park Utilities Department

November 2016

Table 4-22
Future Water System Demands:
Projected Average Daily Flow

Year	Service Area Population	Swoope Ave	Wymore Rd	Magnolia Ave	Aloma	Total Demand
2010	61,819	4.3	NA	2.9	4.0	11.2
2016	67,256	4.3	NA	3.0	4.1	11.4
2021	72,847	4.3	NA	3.0	4.1	11.4
<u>2027</u>	<u>78,598</u>	<u>4.4</u>	<u>NA</u>	<u>3.1</u>	<u>4.2</u>	<u>11.7</u>

Source: Winter Park Bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

Table 4-23
Available Capacity for Future Water Demands

Year	Projected Demand (mgd)	Treatment Design Capacity (mgd)	Available Treatment Capacity (mgd)	SJRWMD Groundwater Supply ¹ (mgd)	Available Supply Capacity (mgd)
2008	11.2	28.8	17.6	11.9	0.7
2013	11.4	28.8	17.4	12.0	0.6
2018	11.4	28.8	17.4	12.2	0.8
2023	11.7	28.8	17.1	12.7	1.0
<u>2028</u>	<u>12.2</u>	<u>28.8</u>	<u>16.6</u>	<u>12.7</u>	<u>0.5</u>

¹ Groundwater supply based on average daily allocation granted by the SJRWMD consumptive use permit.

Table 4-25
In City and Outside City Demands

Year	In City	Outside City	In City	Outside	Projected	SJRWMD	Conservation
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	Population	Population	Demand	City Demand	Total Demand	Permitted Supplies	and Reuse
2010	28,434	33,385	4.6	6.6	11.2	11.9	.6*
2016	29,308	38,048	4.9	6.5	11.4	12.0	.95*
2021	30,750	42,097	5.1	6.3	11.4	12.2	.95*
2027	31,934	46,664	5.3	6.4	11.7	12.7	.95*

*0.6 mgd of reuse is generated and reused in Winter Park. 100% of the remaining wastewater is reused by others. Expansion of the Winter Park water reclamation plant by an estimated .35 mgd, will expand reuse within the City of Winter Park. The .35 mgd will be utilized by the City of Winter Park in the future.

The effect of conservation and reuse is already accounted for in the per capita demand. The effect of future conservation practices on per capita demand is not known at this time.

The City of Winter Park is currently negotiating agreements for alternative water supply sources. The quality that will be supplied by those sources is unknown at this time. When the quantity is determined this table will be amended to reflect that amount.

Staff Changes

Items 1 through 6 reflect additional policy clarification or changes that were inadvertently left out or left in the document during transmittal. Items 7 through 10 reflect new policies that staff is recommending based on additional review of the GOPS to reflect existing conditions. Corrections that have been made since the first reading are highlighted in **yellow. *Italic text provides explanation.***

Chapter 1 Future Land Use Element GOP: Various word changes/deletions and policy number corrections.

- 1. OBJECTIVE 1-1.2: DEVELOPMENT SCALE.** Encourage **human scale** development that fosters pedestrian connectivity, appropriate design and landscaping with building mass and scale.
- 2. Policy 1-2.4.8: 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. All properties that abut Central Park or** that are located across from **the Central** Park and all properties that abut Central Park, where development would impact the open vista of Central Park shall **also** be limited to two stories in height as depicted on the Maximum Height Map. Variances or approvals of development in violation of this policy are prohibited.

(Per the maximum Height Map, properties that abut Central Park and those directly across Park Avenue from Central Park are limited to two stories. For the properties that are north and south of Central Park on Park Avenue, one can apply for a CU for three stories and the maximum height map shows 2-3 stories for those properties.

But the first sentence below says "all properties facing Park Avenue are limited to two stories", which would be from the Rollins campus on up to Maitland. Policy has been amended to clarify.)

- 3. Policy 1-2.12.7: Restrictions on Density and Intensity of Development.** The maximum range of density and/or intensity (FAR) stated in the Comprehensive Plan and in the Land Development Code may be further constrained by **quantitative and** qualitative criteria **and development standards** included in the Comprehensive Plan and Land Development Code, **including but not limited to requirements for minimum open space; concurrency management and level of service standards for transportation; building height, parkland, storm water and other public facilities and services; off-street parking and internal circulation; landscaping; impacts on schools; and on-site and off-site improvements and design**

~~amenities required to achieve land use compatibility.~~ In addition, natural constraints such as the shape and natural features of a site may present obstacles to achieving maximum density and/or intensity delineated on the adopted Comprehensive Plan Future Land Use Map Series.

(Commission approved the removal of the word quantitative during the transmittal hearing – left in during transmittal to DEO. Staff also decided to add "and development standards" to replace quantitative.)

4. **OBJECTIVE 1-2.4: INDUSTRIAL FUTURE LAND USE DESIGNATION.** ~~The City shall allocate sufficient land to accommodate industrial development. The allocation of land resources for industrial development shall be concentrated in strategic locations. Policies for managing the location and intensity of industrial development shall be responsive to the location and space requirements of industrial activities and potential fiscal and environmental impacts on the City of Winter Park.~~

(Objective was shown as deleted in transmittal copy to the Commission but not to DEO.)

5. **Policy 1-3.1.3: Concurrency Management System to Ensure Timely Provision of Facilities at Adequate Levels of Service.** ~~The City's concurrency management system shall provide, and the City shall require, that facilities and services serving proposed development meet the City's adopted level of service standards and be available concurrent with the impacts of development, or that development orders and permits are specifically conditioned upon the availability of the facilities and services necessary to serve the proposed development. The City shall, as a precedent to the issuance of any development order or building permits, require that services and facilities be either available or programmed to meet the needs of that development and the development must meet locally established level-of-service standards for parks/recreation, roads, drainage, sanitary sewer, potable water and solid waste.~~

(LOS is for parkland – clarified for better understanding)

6. **Policy 1-5.4.7: Gateway Plan for Development or Redevelopment of Properties.** ~~Pursuant to the adoption of a The City shall create Gateway Plan by the City Commission, the City shall have the authority in the review of plans for the development or Plans and design studies for the potential redevelopment of properties to require that a portion of such property be reserved for the construction of such gateway design structures to be constructed and that the City Commission may require on a case by case basis a financial partnership arrangement between the property owner/ developer and the City to facilitate the construction of such gateway design structures. the major transportation corridors, leading into Winter Park to include:~~

1. West Fairbanks Avenue from I-4 east to Orlando Avenue;
2. Orlando Avenue from the southern City limits to the northern City limits;
3. Aloma Avenue from the City limits west to Lakemont Avenue;
4. Orange Avenue from Fairbanks Avenue to Orlando Avenue;
5. Lee Road from I-4 to Orlando Avenue.

(Left out the design studies and the Lee Road corridor from transmittal)

7. **Policy 1-G-22: Encourage the Connectivity of the Hannibal Square Commercial District to Park Avenue.** In order to encourage the connectivity of the Hannibal Square Commercial District to Park Avenue, the existing buildings and any other future buildings with street frontage on New England Avenue or West Park Avenue in this planning area, shall be required to be used for non-residential

business purposes on the first floor and utilized as such for retail space, restaurants space, salons or office space and residential use shall be only permitted on the upper floors of any such building, other than an entrance lobby for access to the upper floor units.

(Policy addition to add to the planning area G for the downtown. When staff was asked to look at the residential above the ground floor question along New England Avenue, there is a glitch because the that planning area map stops before you get to New York Avenue. So this policy would provide consistency from Park Avenue to Pennsylvania Avenue.)

8. **Policy 1-L-11: Provide for and Encourage the Redevelopment of the North Side of Fairbanks Avenue.** Given the shallow lot depths on the north side of Fairbanks Avenue, the City shall consider the annexation of properties to the rear/north up to Karolina Avenue and land use designations for parking usage provided that the parking is screened from view by a brick wall/landscape/ligustrum tree buffer per the template provided by the City; that no driveways are permitted that allow access onto the rear streets and that any lighting has no negative impact on nearby homes.

(Policy addition for the redevelopment of the north side of Fairbanks.)

9. **Policy 1-M-5: Compatible Planned Development Future Land Use and Zoning for Enclaves and Out-Parcels.** The City has established PD future land use and PD-2 zoning on 12 properties that were acquired and added to the Ravaudage Planned development subsequent to the establishment of the Ravaudage PD by the Orange County Board of County Commissioners and annexation by the City. As the PD future land use designation and PD districts have been repealed from this Comprehensive Plan and the City Land Development Code, those properties shall be regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

10. **Policy 1-M-6: Future Enclave and Out-Parcel Additions to the Ravaudage PD:** Any future acquisitions and additions to the Ravaudage PD of enclave or out-parcel properties may, at the discretion of the City, be added to the Ravaudage PD and regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

(Two policy additions to the Ravaudage Planning Area M to deal with the existing PD-2 properties and addressing future enclave additions to Ravaudage.)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADOPT A NEW CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, SUBSTITUTING FOR THE CURRENT 2009 COMPREHENSIVE PLAN ADOPTED ON FEBRUARY 23, 2009 TOGETHER WITH ALL SUBSEQUENT AMENDMENTS THERETO; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted Chapter 163, Florida Statutes which requires all local communities to adopt Comprehensive Plans pursuant to Chapter 163, Florida Statutes in order to provide appropriate policy guidance for growth and development: and

WHEREAS, the Winter Park City Commission adopted the existing Comprehensive Plan on February 23, 2009; and

WHEREAS, the Winter Park City Commission determined as part of the Evaluation and Appraisal of the Comprehensive Plan, to adopt an entirely new Comprehensive Plan; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed new Comprehensive Plan having held advertised public hearings on October 20, 2016, November 11, 2016 and April 24, 2017, and has provided for participation by the public in the process and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission held advertised public hearings on November 14, 2016 and December 12, 2016 which provided opportunity after city-wide notice and there required advertisements for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation as approved by the City Commission; and

WHEREAS, the public hearings for this Ordinance and the comprehensive plan amendment herein have been advertised and conducted in accordance with State law.

WHEREAS, the City Commission finds that the comprehensive plan as amended herein complies with all applicable laws, is internally consistent and promotes and protects the public health, safety and welfare.

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein by this reference as legislative findings of the City Commission.

SECTION 2. Adoption. The City of Winter Park Comprehensive Plan is hereby amended to be replaced in its entirety by the Comprehensive Plan - Goals, Objectives and Policies document attached hereto as **Exhibit “A”**. Exhibit “A” attached hereto shall be incorporated by reference into Section 58-1 of the Code of Ordinances.

Chapter 58 “Land Development Code”, Article I “Comprehensive Plan” of the Code of Ordinances is hereby amended and modified by repealing and replacing Section 58-1 “Comprehensive Plan adopted by reference” to read as follows:

“Sec. 58-1. Comprehensive Plan adopted by reference.

Pursuant to Florida Statutes Chapter 163, Part II “Local Government Comprehensive Planning and Land Development Regulation Act”, there is hereby adopted the Comprehensive Plan - Goals, Objectives and Policies document, dated _____, supplanting and replacing the 2009 Comprehensive Plan.”

SECTION 3. Transmittal. The Planning & Community Development Department staff is directed to timely transmit the comprehensive plan amendment set forth in this Ordinance and all data and analysis to the State of Florida Department of Economic Opportunity in its capacity as the State Land Planning Agency, as required by Chapter 163, Florida Statutes.

SECTION 4. Codification. The amendment to Section 58-1 of the Code of Ordinances set forth in Section 2 of this Ordinance shall be codified.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. Conflicts. All Ordinances or parts of Ordinances of the City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

SECTION 7. Effective Date. This Ordinance shall become effective as provided in Section 163.3184, 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 _____, 2017.

Mayor Steve Leary

ATTEST:

Cynthia S. Bonham, City Clerk

CHAPTER 1: FUTURE LAND USE ELEMENT

GOAL 1-1: MAINTAIN INDIVIDUAL IDENTITY, CHARACTER, NATURAL ENVIRONMENT, AND SOCIO-ECONOMIC AND ETHNIC DIVERSITY. Winter Park will ensure that the character and location of land uses incorporate the following: (a) resource conservation; (b) smooth and orderly land use transition; (c) aesthetics; (d) avoidance of incompatible land uses threatening health, safety and welfare; and (e) avoidance of environmental degradation, hazards and nuisances. Although Winter Park lies within a rapidly urbanizing metropolitan area, the City will maintain its individual identity and character by allowing new growth and redevelopment which (i) enhances the City's attractive environment; (ii) preserves the City's economic, socio-economic and ethnic diversity; (iii) strengthens the City's excellence, character and reputation by promoting quality infill development conducive to the most efficient provision of services; and (iv) protects the City's natural resources and environmental assets.

WINTER PARK RELATED VISION THEMES

Cherish and sustain Winter Park's extraordinary quality of life.

Plan our growth through a collaborative process that protects our City's timeless scale and character.

Enhance the Winter Park brand through a flourishing community of arts and culture.

Build and embrace our local institutions for lifelong learning and future generations.

GOAL 1-1.: MAINTAIN THE CITY'S CHARACTER. Ensure the City of Winter Park maintains its traditional scale and low density residential character while at the same time providing for the most effective provision of services; to promote sustainable community development now and for future generations; to promote conscientious economic development in appropriate locations, to promote quality infill and redevelopment which strengthens the character of the City, to protect sensitive natural areas by directing growth to environmentally appropriate areas, and prohibit those uses which are incompatible.

OBJECTIVE 1-1.1: PRINCIPLES FOR MANAGING GROWTH WITHIN PLANNING HORIZONS. The City shall establish a ten year planning horizon with projected population to provide data for the evaluation and analysis of this Comprehensive Plan and its elements.

Policy 1-1.1. The following planning horizons are based on 1: The following table establishes population projections through the 10 year planning horizon for use in the Future Land Use Element and Housing Element Data, Inventory and Analysis sections of all Elements of this Comprehensive Plan:

Table 1 PLANNING HORIZONS: POPULATION PROJECTIONS				
Short-Term Horizon		Long-Term Horizon		
Year 2008	Year 2013	Year 2018	Year 2023	Year 2028
28,486	30,000	31,500	33,000	34,500

Table 1-1: Future Population Estimates					
Year	2000	2010	2016	2020	2026
Total Permanent Population	24,090	28,434	29,308	30,508	32,308

The above stated population growth and supportive nonresidential growth shall incorporate the following planning principles:

OBJECTIVE 1. — ~~Relate future growth and future land uses appropriately with topography, soil conditions and the availability of facilities and services;~~

-1.2. —: DEVELOPMENT SCALE. ~~Encourage the redevelopment and renewal of blighted areas;~~

~~3. Encourage the elimination or reduction of uses inconsistent with the City's character and future land uses;~~

~~4. Ensure the protection of natural resources, the natural environment and designated historically significant resources, structures and properties;~~

~~5. Discourage the proliferation of urban sprawl;~~

~~6. — Ensure the availability of suitable land for utilities necessary to support proposed~~ **human scale** ~~development; that fosters pedestrian connectivity, appropriate design and landscaping with building mass and scale.~~

Policy 1-1.4.1: Implement the above Planning Principles for Accommodating Growth. ~~The City shall incorporate or maintain the aforementioned six objectives within the City's zoning, subdivision and other applicable land development codes within one year after adoption of the Comprehensive Plan.~~

Policy 1-1.1.2: Maintain 'Village' Traditional Scale and Character. ~~The City shall strive to maintain the overall low density 'village character' of Winter Park consistent with the City's 2016 Visioning process through the Future Land Use Map. When exercising the authority of the 'conditional approval' process, and the variance process, the 'village character' shall be preserved. Towards this end, the City shall exercise strict application of the policies of this Comprehensive Plan and the implementing Land Use Codes for site development and shall authorize variances only when such exceptions are compatible with adjacent properties and are required by unusual circumstances, including but not limited to tree specimens or clusters, historically significant structures, or unusual lot characteristics. The desire is to achieve a beautiful, pleasant, principally village scale pedestrian orientated community by fostering and encouraging good design, pedestrian connectivity, landscaping and buffering, harmonious building colors, materials and signage, outdoor lighting photometrics, and good proportional relationships in design of building mass and scale. The desired design shall allow for individual styles and variety compatible with the historically accepted character of Winter Park. Design criteria shall also address screening unsightly structures and appurtenances, maintaining varied rooflines and fenestration (i.e.~~

~~character and interrelationships of façade design components including windows, dormers, entryways, and roof design), and facade and entryway landscaping. The City shall reserve the authority to require applicants for large scale development or redevelopment to submit engineered three dimensional model, virtual computer images, or other satisfactory evidence that provides a realistic measure of building mass, scale, access to sunlight (i.e. shadow analysis), and relationships to surroundings.~~

~~**Policy 1-1.1.3: Require Public Notice Prior to Creation or Expansion of CRA or CDD.** Prior to the creation or expansion of any Community Redevelopment Area (CRA) or Community Development District (CDD), there shall be a public notice requirement to all households in the City to inform residents of the proposal, the need for such action and the plans or actions contemplated as a result. *Policy amended to reflect changes as adopted on April 22, 2013 per Ordinance 2909-13.*~~

~~**Policy 1-1.2.2: City Comprehensive Plan**~~**Policy 1-1.1.4: Goals, Objectives and Policies are First Priority in Case of Conflicts.** The order of hierarchy or priority in the case of conflicts shall be the Comprehensive Plan Goals, Objectives and Policies first, ~~Land Development Code regulations second, and Community Redevelopment Plans, Design Guidelines, and Architectural Standards third.~~

~~*Policy amended to reflect changes as adopted on April 22, 2013 per Ordinance 2909-13.*~~

GOAL 1-2: FUTURE LAND USE MAP. The City of Winter Park Comprehensive Plan Future Land Use Map (FLUM) series shall delineate adopted ~~policy~~policies for managing of future land use, growth and development. Land use designations on the FLUM have been allocated pursuant to Goals, Objectives, and Policies established in the Comprehensive Plan and are based on the Comprehensive Plan Data, Inventory, and Analysis. Nothing in this section shall preclude necessary community facilities from locating within any future land use designation when such activity satisfies established criteria of this plan and the City's Land Development Code.

OBJECTIVE 1-2.42: FUTURE LAND USE MAP DENSITIES AND INTENSITIES DEFINED. The designations in the Future Land Use Map (FLUM) series shall be defined by the policies herein. The FLUM series, Maps ~~FLUM-1-101~~ through ~~FLUM-1-5b06~~, shall ~~allocate future land uses and~~ include the following:

Future Land Use Map Series:

- 1) ~~Map FLUM-1-101~~, Existing Land Use Map——
- 2) ~~Map FLUM-1-202~~, Future Land Use Map*
- 3) ~~Map FLUM-1-303~~, Maximum Height Map
- 4) ~~Map FLUM-1-4~~, ~~City04~~, Jurisdictional Boundaries Map
- 5) ~~Map FLUM-1-5a-05~~, Surveyed Historic Resources~~Properties~~ Map
- 6) ~~Map FLUM-1-5b06~~, National Register of Historic Listed-Properties Map

*The Future Land Use Map Designation Density/ Intensity Table” denotes the maximum range of density and maximum floor area ratios (intensity), within each of the non-residential FLUM designations and shall be used in conjunction with the Future Land Use Map, Maximum Height Map and Map Series to determine the permitted density and intensity of development. ~~The Future Land Use Map Series can be found at the end of this Future Land Use Element in this Comprehensive Plan and continues at the end of each related element following the final policy of that element.~~

Policy 1-2.42.1: Function of Future Land Use Map and the Consistency Mandate. ~~The Future Land Use Map and Map Series shall implement the Comprehensive Plan as a whole through the designation and categorization of land.~~ All development, redevelopment and land use shall be consistent with those designations and limited to the standards for densities and intensities of use as outlined in the text for the Future Land Use Map Series and in accompanying table(s).

Policy 1-2.42.2: Location of Essential Public Utilities. Public utilities which provide essential service to existing and future land uses authorized by this Plan shall be permitted in all of the land use categories.

Policy 1-2.42.3: Residential Density Defined. Maximum residential density shall be determined by multiplying the Maximum Allowable Dwelling Units (DUs per acre) by the Residential Acres. All residential densities denoted for the FLUM establish the maximum residential densities permitted for residential development. Fractional portions shall not be counted.

~~**Policy 1-2.1.4: Floor Area Ratio Defined.** Floor Area Ratio (FAR) shall be defined as the sum of the gross horizontal areas of the several floors of a building or buildings measured from the exterior surface of the walls divided by the land area of the site. The site land area must be entirely one contiguous land mass and shall not include land isolated or separated from the main site by a street or water body. The gross floor area ratio in square feet of the building or buildings on the property (and contiguous properties being used in connection with such building(s) divided by the area of such property in square feet. This mathematical expression (gross floor area ÷ land area = floor area ratio) shall determine the maximum building size permitted.~~
Policy 1-2.2.4: Application of Floor Area Ratio: Basement areas or other below grade floor areas are excluded from the floor area when more than one-half of that basement or floor height is below the established curb level. The area of stairways, elevators, and multi-story rooms or atriums shall be counted on each floor level. The floor area of private parking garages (above grade) or parking levels shall be counted toward the floor area ratio when such parking is provided to meet the parking requirements of the Land Development Code except for the top open parking level if it is open and uncovered. -The public parking component of any parking garage may be excluded from the floor area ratio calculation by the City Commission.

Policy 1-2.42.5: Maximum Building Height Defined. “Map FLUM-1-303: Comprehensive Plan Maximum Building Heights” designates graphically the maximum threshold for such building heights by stories. The Maximum Height Map is intended to be used together with the Future Land Use Map and applicable land use designations to determine the maximum density and intensity permitted to be developed within the City of Winter Park. The combination is detailed in the Maximum Future Land Use Map Designation Density/ Intensity Table. The height thresholds do not include ancillary structures regulated by the land development code, including respective floor to floor heights, parapets, mechanical and elevator/ stair components, and architectural appendages. ~~The Maximum Height Map is intended to be used together with the Future Land Use Map and designations to determine the maximum density and intensity (floor area ratio) permitted to be developed within the City of Winter Park.~~

Policy 1-2.42.6: Floor Area Ratio Limitations. The floor area ratios detailed in this Comprehensive Plan are the maximum density and intensity parameters potentially permitted in each respective future land use designation. These maximum floor area ratios are not an entitlement and are not achievable in all situations. Many factors may limit the achievable floor

area ratio including limitations imposed by the Maximum Height Map, physical limitations imposed by property dimensions and natural features as well as compliance with applicable code requirements such as, but not limited to parking, setbacks, lot coverage and design standards. The City in the review and approval of conditional uses for specific projects may limit and restrict the achievable floor area ratios. *Policy amended to reflect changes as adopted on October 11, per Ordinance 2825-10.*

Policy 1-2.12.7: Restrictions on Density and Intensity of Development. The maximum range of density and/or intensity (FAR)-stated in the Comprehensive Plan and in the Land Development Code –may be further constrained by quantitative and qualitative criteria and development standards included in the Comprehensive Plan and Land Development Code, including but not limited to requirements for minimum open space; concurrency management and level of service standards for transportation, building height, parkland, storm water and other public facilities and services; off-street parking and internal circulation; landscaping; impacts on schools; and on-site and off-site improvements and design amenities required to achieve land use compatibility. In addition, natural constraints such as the shape and natural features of a site may present obstacles to achieving maximum density and/or intensity delineated on the adopted Comprehensive Plan Future Land Use Map Series.

Policy 1-2.12.8: Provisions Additional Density Provision for Affordable/ and/or Workforce Housing. The development of affordable/ workforce housing is a Recognizing the priority of the State Comprehensive Plan and the City's Comprehensive Plan. As such, in some cases incentives are necessary to insure the provision of affordable/ workforce housing especially within Winter Park with extremely high land costs, along with typical construction costs. provide a diverse mix of housing stock. The City Commission on a case by case basis may permit authorize the maximum densities within the Residential future land use categories to be exceeded by up to five units per acre as an incentive when such allowances are used exclusively for the construction of affordable/ and/ or workforce housing.

Table 1-2 Future Land Use – Zoning Compatibility Chart	
Future Land Use Designation	Compatible Zoning Districts
Single Family Residential	R-1AAA, R-1AA, R-1A, PURD
Low Density Residential	R-2, PURD, R-1A
Medium Density Residential	R-3, R-2, PURD, PL
High Density Residential	R-4, R-3, PL
Commercial	C-3, C-3A, C-1, O-1, O-2, PQP, PL
Office and Professional	O-1, O-2, PQP, PL
Central Business District	C-2, PL
Industrial	I-1, C-3, O-1, O-2, PQP, PL
Parking Lot	PL
Institutional	PQP, PR, PL
Open Space and Recreation	PR

OBJECTIVE 1-2.23: RESIDENTIAL FUTURE LAND USE DESIGNATIONS. The residential Residential Future Land Use Map designations shall be established as defined herein.

~~Compatible supportive community facilities and accessory land uses which are designated as conditional use may be located within areas designated for any type of residential land uses. The Land Development Code shall provide regulations for managing such community facilities and accessory land uses. This objective shall be measured through implementation of the following policies.~~

Policy 1-2.23.1: Single-Family Residential. This Future Land Use Map designation is designed to indicate areas to be developed for single-family residential uses and the compatible zoning districts for such future land use designation are the R-1AAA, R-1AA, R-1A and PURD zoning districts. The residential uses intended for these areas include single-family detached housing, accessory units and attached townhouse units. The overall density range shall be up to five (5) dwelling units (DUs) per acre except in the approved PURD areas where the density of single-family, zero lot line or townhouse development maybe increased to eight (8) DUs to the acre but is mediated by the provision of readily useable open space areas. The maximum floor area ratio shall be set at 0.38 (38%) with the potential bonus of 5% to reach a maximum of 0.43 (43%) upon satisfaction of meeting design incentives and shall include the floor area of above grade, attached and unattached garages.

Policy 1-2.23.2: Low-Density Residential. This Future Land Use Map land use designation is designed to indicate areas to be zoned for and used for low density residential use. The compatible zoning ~~district~~districts for this designation shall be ~~the~~R-1-A, PURD and R-2 zoning district~~districts~~. The residential uses intended for these areas include single family homes, duplexes, and cluster housing that do not exceed ~~one unit per 4,000 square feet of land which is approximately ten units per acre.~~ The floor area ratio shall not exceed 0.55 (55%) and shall include the floor area of above grade, attached and unattached garages.

Policy 1-2.23.3: Medium-Density Residential. This Future Land Use Map land use designation is designed to indicate areas to be zoned for ~~the~~ multi-family residential uses. The compatible zoning ~~district~~districts for this designation shall be ~~the~~R-2 or R-3 zoning district~~districts~~. Included are townhouses, condominiums, and apartments. The maximum density is up to ~~seventeen (17)~~ units per acre on such properties. The floor area ratio shall not exceed ~~(110%)~~% and as may be governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element and shall include the floor area of above grade, attached and unattached garages.

Policy 1-2.23.4: High-Density Residential. This Future Land Use Map land use designation is intended for ~~designed to indicate areas to be zoned for the~~ multi-family residential use and is limited to properties approved for this designation prior to January 1, 2017. This future land use designation shall not be approved for or assigned to any property within the City that did not hold this land use designation as of January 1, 2017. The compatible zoning ~~district~~ districts for this designation shall be R-3 or R-4 zoning ~~district~~ districts. Included in this classification are townhouses, condominiums, and apartments. The maximum density is twenty-five (25) units per acre. The floor area ratio shall not exceed ~~2-0~~ 200% and as may be governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element and shall include the floor area of above grade, attached and unattached garages.

OBJECTIVE 1-2.34: NON-RESIDENTIAL FUTURE LAND USE DESIGNATIONS. ~~The non-residential Future Land Use Map designations shall be established as defined herein. Supportive facilities and accessory land uses which are designated as conditional uses may be located within areas designated~~

~~for any type of commercial or residential land use.~~ The allocation of land for non-residential uses shall be compatible with the goals, objectives, and policies identified in this Comprehensive Plan and shall be consistent with established patterns of legally established commercial land uses. ~~The policies stated hereinafter provide an explanation of the purpose, intent, and character of the non-residential future land use designations.~~ industrial, and institutional land uses. Nothing, however, shall prevent the use of land within non-residential designations from being utilized in part for residential uses subject to the density and intensity limitation of ~~the~~ Table 3 - Maximum Future Land Use Density/ Intensity Table.

Policy 1-2.34.1: Commercial. This Future Land Use Map land use designation includes both the wide variety of commercial retail uses, restaurants, and various professional office uses. It is designed to relate to those areas zoned C-1, C-3 and C-3A, but may also include areas zoned I-1 when used for commercial or office or residential purposes; and PQP where appropriate. This designation also allows a density of residential uses as a conditional use up to 17 units per acre. Residential units however, shall only be permitted above the first or ground floor level. The intensity of use (floor area ratio) of buildings in this designation may not exceed the standards as 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 1-2.34.2: Office and Professional. This land use designation includes the business and professional activities housed in office structures such as those allowed in the O-1 and O-2 districts; and the PQP district where appropriate. This designation also allows a density of residential uses as a conditional use up to 17 units per acre. Residential units however, shall only be permitted above the first or ground floor level. The intensity of use of buildings (floor area ratio) in this designation may not exceed the standards as 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. However, within the Winter Park Hospital planning area there are exceptions providing for single family and low density residential development.

Policy 1-2.34.3: Central Business District (CBD). This land use designation includes the retail business, restaurant, professional office and residential uses up to a density of 17 units per acre that are permitted within the historic downtown core of Winter Park. Properties with this land use classification are zoned C-2. This designation differs from the other commercial, office or planned development designations in terms of the land use policies for this area which strive to maintain and enhance pedestrian orientation, preserve the scale of the historic premiere retail areas, enhance the eclectic mix of architectural styles, preserve and maintain the mix of retail, office and residential uses, preserve the open space vistas and non-commercialization of historic Central Park and the predominance of small distinctive specialty shops. ~~The 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 and the~~ The maximum mix of residential unit areas within any building shall be included on upper floors and shall not exceed fifty (50%) percent of the total building area, with the residences confined to the upper floors. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

Policy 1-2.3.4.4: 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 and the Hannibal Square Neighborhood Commercial District by requiring that

developments in these areas consider pedestrian scale the orientation of the buildings to the streets, eclectic mix and use of architectural styles and vistas to Central Park and other open spaces.

Policy 1-2.4.5: Height Restrictions in CBD: Properties within the Central Business District shall be limited to two stories. Height restrictions may be increased to a maximum 3 stories if the development is approved by the City Commission and conforms to the Maximum Height Map. Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story height.

Policy 1-2.4.6: Preserve the Pedestrian Scale and Orientation of the CBD. The pedestrian orientation shall be protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue.

Policy 1-2.4.7: Restriction on the Use of CBD Future Land Use and (C-2) Zoning. CBD future land use and C-2 zoning may also be permitted on properties abutting Morse Blvd between Capen and Virginia Avenues, abutting New England Avenue between Pennsylvania and New York Avenues, abutting Pennsylvania Avenue between Garfield and Lyman Avenues, or abutting Hannibal Square, East. Central Business District future land use designations or C-2 zoning shall not be permitted by the City for any property outside these designated areas. Properties within the designated areas are candidates for C-2 which may or may not be granted by the City Commission on a case by case basis.

Policy 1-2.4.8: 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. All properties that abut Central Park or that are located across from the Central Park and all properties that abut Central Park, where development would impact the open vista of Central Park shall also be limited to two stories in height as depicted on the Maximum Height Map. Variances or approvals of development in violation of this policy are prohibited.

Policy 1-2.4.9: Hannibal Square Neighborhood Commercial District Commercial, office and residential development policies shall permit buildings footprints that have minimal setbacks from the street in order to foster a pedestrian friendly environment and design standards shall require streetscape amenities and foster architectural features that promote a human scale. The District boundaries limited to:

- 1) Properties abutting Morse Boulevard between Capen Avenue and Virginia Avenue;
- 2) Properties abutting New England Avenue between Pennsylvania and New York Avenues;
- 3) Properties abutting Pennsylvania Avenue between Lyman and Garfield Avenues, including those existing commercial properties just north of Garfield Avenue; and
- 4) Properties abutting Hannibal Square East.

Policy 1-2.4.10: Height Restrictions in the Hannibal Square Neighborhood Commercial District: Two story maximum building heights shall be the maximum permitted, except the City may permit third stories when limited to residential use and deed restricted for residential usage only. Building heights on the north end of Pennsylvania Avenue shall be two stories maximum when transitioning to residential. Shared parking shall be enforced whenever parking management plan approvals are granted.

Policy 1-2.3.5: Medium Density Planned Development (PD 1). ~~Notwithstanding the limitations otherwise imposed upon properties designated with Commercial future land use, for any lots fronting on New England Avenue from Virginia to New York Avenues, development may be permitted enhanced density and intensity up to a maximum 100% floor area ratio (FAR).~~

Policy 1-2.4.12: Medical Arts District. This Future Land Use Map land use designation includes ~~retail businesses, restaurants, offices and the land area of the Winter Park Hospital and the adjacent vicinity as depicted on the Future Land Use Map where medical, wellness and associated businesses exist and are encouraged to further develop. This future land use designation is currently limited to the geographic boundaries of Lakemont Avenue, Aloma Avenue, St Andrews Boulevard, Loch Lomond/Perth Lane and Dundee Drive. Any expansion of the district would require a Comprehensive Plan Amendment. With the exception of existing development patterns which have not redeveloped, this designation does not allow 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 other than those within related nursing homes, rehabilitation beds, assisted living and memory care facilities or as dedicated workforce housing for medical service employees which are then governed as to density by the permitted floor area ratio. The maximum floor area ratio shall be 100% and shall include the floor area of above grade, attached and unattached garages. This designation differs from others in the Comprehensive Plan in that floor area ratio may be spread across a Hospital/medical center or wellness campus in common ownership (and thus across public streets) provided that the average floor area ratio across the hospital/medical center or wellness campus 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~~ maximum of 100% not counting the land area of public streets.

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.

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. Such action shall require an extraordinary vote (four votes) for approval by the City Commission. 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).

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 1-2.3.8 Parking Lots. **Policy 1-2.4.13: Parking Lots.** This Future Land Use Map This land use designation includes those lands designated for use as surface parking only to be used by adjacent commercial, office, institutional, or -multi-family building(s) and as such the land is limited and restricted to such us as a surface parking lot only. This designation is intended -to be used in proximity to residential properties in order to allow use of land for surface parking lots but be limited and restricted to the use. As this designation does not permit buildings there is no applicable floor area ratio or residential density.

Policy added to reflect changes adopted on April 22, 2013 per Ordinance 2917-13.

Table 3 Future Land Use Map Designation Maximum Density/ Intensity Table					
	Office	Commercial	Medium Density PD-1	High Density PD-2	C.B.D.
Density (units/ acre)	17 units/ acre	17 units/ acre	17 units/ acre	25 units/ acre	17 units/ acre
Intensity (FAR)					
Up to 2-3 story limit	45%*+ 60%**	45%*+ 60%**	130%	130%	200%
Up to 4 story limit	45%*+ 60%**	45%*+ 60%**	175%	200%	Not permitted
Up to 5-8 story limit	45%*+ 60%**	45%*+ 60%**	N/A	250%	Not permitted
<p>Note: <i>All categories count private parking garage floor space toward FAR limits.</i></p> <p>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>					

OBJECTIVE 1 2.4: INDUSTRIAL FUTURE LAND USE DESIGNATION. The City shall allocate sufficient land to accommodate industrial development. The allocation of land resources for industrial

development shall be concentrated in strategic locations. Policies for managing the location and intensity of industrial development shall be responsive to the location and space requirements of industrial activities and potential fiscal and environmental impacts on the City of Winter Park.

Policy 1-2.4.14: Mixed Use Overlay. Within one year from the adoption of this Comprehensive Plan, the City will create a mixed use overlay for commercially designated parcels that would be intended to facilitate design and use flexibility to achieve pedestrian scale, innovative transit connectivity and maximizing open space within a commercially viable and architecturally desirable design. Complementary uses may include, but are not limited to retail, entertainment, office, civic and residential uses. The City shall also prepare companion land development code regulations that implement the proposed mixed use overlay simultaneously with any policy amendments related to this overlay district. All policies related to this overlay will be subject to a Comprehensive Plan amendment.

Policy 1-2.4.15: Industrial. This Future Land Use Map land use designation includes the light manufacturing storage and warehouse uses which are permitted within I-1 zoning district. Other allowable uses include retail business and offices. The intensity of use in this designation is up to a floor area ratio of 0.45 (45%)% when used for retail and office uses and up to a floor area ratio of 1.00 (100%)% when used for storage or warehouse uses.

OBJECTIVE 1-2.5: INSTITUTIONAL FUTURE LAND USE DESIGNATION. The City shall assure that needed public services and facilities are developed concurrent with new development, including adoption of an adequate facilities ordinance within the City's Land Development Code. In addition, the City shall use the capital improvement program and budget process to pursue advance acquisition of land required to provide recreation, conservation, and related public benefits and to promote multiple use of public lands.

Policy 1-2.4.16: Maintain Industrial Land Use. The City shall maintain industrial future land use category. Any expansion of industrial activities shall be determined based on several factors such as employment opportunities, market area and the impacts on transportation and public services.

Policy 1.2.5.14.17: Institutional. This Future Land Use Map land use designation includes lands used by governments, hospitals, churches, community centers, schools, utilities and social service agencies serving the public. This designation is compatible with the P.Q.P. zoning and any future hospital or medical arts district. However, these types of uses are also permitted as conditional uses within other designations. Theand PL zoning districts the intensity of use in the designation is up to a maximum 45% floor area ratio outside of the Central Business District and up to a maximum 200% floor area ratio inside the same as the Central Business District future land use designation inside the C.B.D. Public parking garages (not private) may be excluded from the floor area ratio by the City Commission.

1. **Policy 1-2.4.18: New Institutional Facilities.** Since any new institutional facilities or expansions can only occur through conditional uses or Future Land Use Map changes, these proposed types of facilities such as public governmental buildings, schools, colleges or universities, public utility facilities, public parking lots, churches, museums, libraries, retirement and nursing homes, hospitals and non-profit community service facilities (excluding private clubs and lodges) may be exempted from policy 1-2.5.1 policies in this element which discourages land

use plan map changes so that appropriate future sites may be established that shall provide these public services and benefits.

Policy 1-2.—4.19: Ensure Compatibility of New Community Institutional Facilities. New community facility uses or expansions shall be permitted only when those facilities or uses are compatible with the character of the surrounding area, and when there is minimal additional impact over that possible by existing land use, for such factors as traffic, parking, noise, height and size of the facilities.

~~3.—**Policy 1-2.4.20: Redevelopment of Rollins College.** The City shall strive to accommodate the enhancement and redevelopment of the Rollins College campus to the extent that such redevelopment is compatible with the height and density of surrounding properties and is in compliance with our Land Use Development Codes. Development of the Rollins College campus and ancillary facilities shall be in accordance with an adopted Master Plan to be presented for approval within one year of adoption of this Comprehensive Plan.~~

~~4. **Redevelopment of Winter Park Hospital Campus.** The City shall strive to accommodate the enhancement and redevelopment of the Winter Park Hospital campus and their administrative properties as a paramount public service purpose. To this end the creation of a Hospital/Medical Arts district shall be considered. Development of the Winter Park Hospital campus and ancillary facilities shall be pursued in accordance with the conceptual Master Plan approved April 25, 2005.~~

Policy 1-2.4.21: Institutional Future Land Use for Churches. The City hereby designates churches and other religious institutions with an Institutional future land use map designation. The underlying zoning districts may remain either residential or commercial to permit redevelopment in the future through the City's Conditional Use process. If a church intends to vacate their use of church property for non-related private development, the Church shall not rely upon the Institutional future land use designation for entitlements. The entitlements for private redevelopment shall be governed by the existing zoning designations and the City shall be empowered to administratively change the Institutional future land use designation, without consent of the owner to reflect a private non-institutional use of the property is accordance with the zoning designation.

Table 1-3 Future Land Use Map Designation Maximum Density/ Intensity Table

	Office	Commercial	C.B.D.
Density (units/ acre)	17 units/ acre	17 units/ acre	17 units/ acre
Intensity (FAR)			
Up to 2-3 story limit	45%*+ 60%**	45%*+ 60%**	200%
Up to 4 story limit	45%*+ 60%**	45%*+ 60%**	Not permitted
Up to 5-8 story limit	45%*+ 60%**	45%*+ 60%**	Not permitted

Note: *All categories count private parking garage floor space toward FAR limits.*

Maximum number of stories is determined by the Maximum Height Map and may be further restricted by other policies of this Comprehensive Plan.

+ 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.

* For any building project exclusively commercial or office; or any mix of commercial or office uses.

** For any building project at least 85% commercial or office on the first floor with residential units on upper floors.

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.

OBJECTIVE 1-2.65: OPEN SPACE, RECREATION AND CONSERVATION FUTURE LAND USE DESIGNATIONS. The FLUM series shall identify lands that are environmentally important

necessitating for long-term preservation by designating them as “~~CON~~” Conservation. Environmentally fragile lands shall be referred to as conservation resources. The protection and preservation of conservation resources shall be achieved through the implementation of the following Policies.

Policy 1.2.65.1: Open Space and Recreation. This Future Land Use Map designation accommodates land used for either passive or active recreation and land left in its natural state for environmental or conservation reasons. It encompasses public and private parks, golf courses and recreation areas and cemeteries which shall be precluded from development and those areas on unplatted parcels which the City shall consider for dedication as parkland when subdivision occurs. Land designated as parks and open space would also preclude its use for streets or roads. This designation standard for intensity of use is for passive recreational or active recreational facilities. The maximum floor area ratio for land designated Open Space and Recreation shall be 0.20 ~~(20%)~~% for active recreation facilities such as Community Centers and 0.10 ~~(10%)~~% for passive recreational facilities.

Policy 1-2.65.2: Conservation ~~(CON)~~. ~~The FLUM shall designate.~~ This Future Land Use Map designation includes lands that are natural and conservation resources as “~~CON~~” Conservation. It is the intent of the “~~CON~~” Conservation future 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 amended to reflect changes as adopted on July 14, 2014 per Ordinance 2971-14.*

GOAL 1-3: URBAN DEVELOPMENT AND CHARACTER: The City will continue to promote redevelopment that meets the quality and standards set out in this Plan.

OBJECTIVE 1-3.1: PREVENT PROLIFERATION OF URBAN SPRAWL. The City shall continue to foster quality development while respecting the context and heritage of urban growth through the City.

Policy 1-3.1.1: Development Orders and Permitting Process. Development orders and permits for all future development shall be timed and staged to assure requisite infrastructure and services are available to respective developments concurrent with the impacts of the development.

Policy 1-3.1.2: Encouraging Infill Development. The City will encourage quality, compatible infill. Actions including installation of sewer line expansions, reuse line expansion, and undergrounding of utilities will be evaluated as potential ways to encourage such infill.

~~GOAL 1-3: IMPLEMENTING LAND USE GOALS AND OBJECTIVES. CONTINUE TO MONITOR AND EVALUATE DEVELOPMENT AND RESOURCE CONSERVATION WITHIN THE CITY PURSUANT TO GOALS, OBJECTIVES, AND POLICIES OF THE COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT AND CARRY OUT AN EFFECTIVE IMPLEMENTATION PROGRAM.~~

~~Policy 1-3.1.3-3.1: IMPLEMENT THE FUTURE LAND USE ELEMENT.~~ The City of Winter Park shall maintain, enforce and implement a Future Land Use Element of the Comprehensive Plan as contained herein, which includes all information, future land use categories, maps, analyses, standards and measurable objectives necessary to conform to the requirements of Chapter 163.3177(6) (a) Florida Statutes.

~~Policy 1-3.1.1: Enforce the Future Land Use Element.~~ The Future Land Use Element of this Comprehensive Plan and the other Elements shall provide the foundation, basis and rationale for all of the City's land development regulations and the Future Land Use Element shall take precedence in establishing land development policies, regulations and the categories of land use within the City.

~~Policy 1-3.1.2: Land Development Code to Implement the Future Land Use Element.~~ The Future Land Use Element shall govern and the City's land development regulations shall implement the Comprehensive Plan.

~~Policy 1-3.1.3: Compatibility between Adjacent Land Uses.~~ The City shall promote compatibility between adjacent land uses by regulating new development or redevelopment in the following ways:

- ~~a. Open Space, Landscape and Other Buffers.~~** Require that appropriate open space, landscaping, and buffers, including but not limited to canopy trees, specimen trees, and shrubs, be preserved, protected and maintained between residential uses and nonresidential uses including parking lots. The City shall require, by virtue of landscaping requirements, retention requirements or impervious coverage limits that single family properties may not exceed 50% impervious coverage or 60% impervious coverage if limited and restricted to a one story residence; low density residential may not exceed 65% impervious coverage, multi family residential and planned developments may not exceed 75% impervious coverage; and non-residential development may not exceed 85% impervious coverage, except in areas designated as Central Business District.
- ~~b. Minimizing Off-Site Impacts from Nonresidential Development on Adjacent Properties.~~** The City shall establish conditional use procedures for managing specific locations, site plan characteristics, building intensity, as well as building size, mass, articulation, and other design features in order to minimize the adverse off-site impacts that are characteristic of specific conditional uses, including but not limited to: drive-in businesses such as banks and fast food establishments, vehicle repair or service operations, and restaurants serving alcoholic beverages. The purpose of conditional use reviews shall be to permit these types of business operations only if adverse off-site impacts related to on-street parking, traffic congestion, noise and other nuisance and public safety issues can be successfully mitigated.

- ~~e. **Off-Site Impacts on Adjacent Properties.** Ensure building projects mitigate any adverse off-site impacts on adjacent properties from overflow parking, noise, odor, lighting or vibration.~~
- ~~d. **Run-off onto Adjacent Properties.** Require that no grading or filling of land be permitted that causes additional runoff onto adjacent properties.~~
- ~~e. **New Development on Adjacent Properties and Tree Preservation.** Ensure permits are not granted for any conditional uses that have buildings located proximate to property lines such that visually impact adjacent properties or necessitate the removal of trees shared by both properties.~~
- ~~f. **Traffic Congestion and Reduced Access to Adjacent Properties.** Ensure that property access does not cause traffic congestion or other situations that negatively impact access onto adjacent properties.~~
- ~~g. **Accomplish a Smooth Transition in Land Use.** Ensure that in all future zoning and land use decisions, a reduction in intensity or density or other appropriate design solution ensures that a smooth transition shall occur from nonresidential areas to residential or open space/conservation areas except internally within projects incorporating residential and non-residential uses.~~
- ~~h. **Preserve Functions of Natural Environment and Avoid Encroachments by Development.** Ensure that no structures or uses are permitted in or adjacent to the wetland conservation areas that will affect, impact or intrude on the natural environmental functions of these areas as safe and secure habitat for wildlife and vegetation or will negatively impact the filtration of aquifer recharge.~~
- ~~i. **Wellhead Protection.** Implement wellhead protection policies which are specifically defined in Conservation Policies 5-1.3.7 and 5-1.3.8 so that incompatible uses involving commercial or industrial businesses or the storage of any sewage or hazardous or toxic waste are not permitted within the protection zone.~~
- ~~j. **Compatibility of Infill Development.** When considering changes in land use designations, zoning, lot consolidations or lot splits, or conditional use approvals, the City shall restrict mass and establish setbacks to insure new development is compatible with the scale and placement of structures on surrounding properties.~~

Policy 1-3.1.4: Concurrency Management System to Ensure Timely Provision of Facilities at Adequate Levels of Service. ~~The City's concurrency management system shall provide, and the City shall require, that facilities and services serving proposed development meet the City's adopted level of service standards and be available concurrent with the impacts of development, or that development orders and permits are specifically conditioned upon the availability of the facilities and services necessary to serve the proposed development. The City shall, as a precedent to the issuance of any development order or building permits, require that services and facilities be concurrently either available or programmed to meet the needs of that development and the development must meet locally established level-of-service standards for parks/recreation, roads, drainage, sanitary sewer, potable water and solid waste.~~

~~Policy 1-3.1.5: Timely Provision of Utilities.~~ The City's concurrency management system shall require that facilities needed to provide utility service to the various land uses are authorized at the same time as the land uses are authorized.

~~Policy 1-3.1.6: General Functions of the Future Land Use Element Implemented through Site Plan Review Process.~~ The City shall require site plan review approval of all new development/redevelopment. The site plan review process shall ensure that Comprehensive Plan policies for preserving open space, protecting existing trees, storm water management, safe and efficient traffic flows, off street parking, preservation of historically significant properties, protection of potable water wellfields, and protection of environmentally sensitive areas.

~~Policy 1-3.1.7: Hospital Medical Arts Complex.~~ The City shall investigate and study the feasibility of creating a Hospital and Medical Arts land use district.

~~3.1.8: Implement Affordable/ Workforce Housing Program.~~ The City shall take a proactive position to maintain the ethnic and economic diversity of its population by implementing the affordable/ workforce housing program outlined within the Housing Element wherein the City shall use affordable housing linkage fees and other sources to purchase land and fund the construction of housing units affordable to very low, low, or moderate income families and individuals so that 5% of all new housing construction in the City is of affordable/ workforce housing. (New housing means new net housing units and excludes demolitions and rebuilding of units).

~~3.2: MAINTAIN THE ECONOMIC VITALITY OF THE CITY.~~ Plan and manage the City's land resources so that the City may continue to enhance the quality of Central Business District, the CRA, the City's business corridors, Winter Park Memorial Hospital, Rollins College, small industrial areas, public institutional and religious facilities, and its abundant park and recreational facilities. The City's demographics feature ethnic and economic diversity. While the City of Winter Park is primarily and increasingly an affluent community, there are significant segments of the population who are at or below the median household income. As a result Winter Park's residential development spans the range from modest Habitat for Humanity homes to custom estate homes and the values and interests of this diverse citizenry shall be represented in growth management decisions.

~~Policy 1-3.2.1: Enhance the Ambiance and Quality of Winter Park's Wide Ranging Business Climate.~~ The City of Winter Park shall maintain the charm of the City's Central Business District's "village" ambiance comprised of compact offices and one of the premier shopping districts in Florida by preserving the eclectic mix of architectural styles that allows offices, unique retail shops and upstairs residents to coexist in a charming manner that is emulated by cities everywhere. The vitality of Winter Park's existing premiere retail shopping districts, with small unique shops, is essential to the continued success of our historic downtown area. To ensure economic sustainability of our premier shopping districts, the City shall encourage centralization of architecturally compatible, quality retail establishments into existing retail areas. In order to maintain the city's village character, in any new planned development project, single tenant retail developments over 65,000 square feet are not permitted.

~~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 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 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 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 amended to reflect changes as adopted on July 14, 2014 per Ordinance 2970-14 and 2971-14~~

3.2.3: Hannibal Square Neighborhood Commercial District. Comprehensive Plan land use policies shall foster redevelopment of the Hannibal Square Neighborhood Commercial District with its own distinct individual scale and character but sharing some of the characteristics of the Central Business District. Commercial, office and residential development policies shall permit buildings footprints that have minimal setbacks from the street in order to foster a pedestrian friendly environment and design standards shall require streetscape amenities and foster architectural features that promote a human scale. These policies shall be implemented within the Hannibal Square Neighborhood Commercial District, limited to: 4) Properties abutting Hannibal Square East.

The C-2 zoning district delineation shall only be applied to properties designated CBD on the Future Land Use Map. Pursuant to CRA policy direction, mixed use buildings are encouraged. **GOAL 1-4: BUSINESS AND QUALITY OF LIFE.** It is the goal of the City to create an environment that balances business creation and growth while maintaining an exceptional quality of life for its residents through appropriate placement, advanced City services and expanding tax base.

OBJECTIVE 1-4.1: MAINTAIN THE ECONOMIC VITALITY OF THE CITY. Plan and manage the City's growth and redevelopment to promote an attractive business climate while protecting the residential character of Winter Park.

Policy 1-4.1.1: Economic Development Plan. The City will administer an economic development plan that considers existing and future economic indicators, opportunities in technology, redevelopment along major corridors and expanded public/private partnerships.

Policy 1-4.1.2: Funding. The City will pursue State and Federal grant funds that may be applicable to recreational and infrastructure improvements as well as other activities that enhance the City's competitive position in attracting new business and industry.

Policy 1-4.1.3: Redevelopment along Major Corridors. The City will monitor the redevelopment of its major commercial arterials including Orlando Avenue, Lee Road, Fairbanks Avenue, Aloma Avenue, and Orange Avenue to determine trends, employment activity, high areas of redevelopment activity and compatibility and work to create policies and implementation tools to ensure quality.

OBJECTIVE 1-4.2: ARTS AND CULTURE. The City will continue to enhance local attractions and recreational facilities to promote tourism and quality of life, recognizing that the creative arts and culture play a major role in building and sustaining economically vibrant communities by generating jobs, revenue, and tourism.

Policy 1-4.2.1: Tourism. The City shall explore the administration of an events study to determine the economic impact of local shopping and tourism.

Policy 1-4.2.2: Support of the Arts and Culture Community. The City shall explore the economic value of its major nonprofit arts and cultural establishments and assist where appropriate to ensure their continued longevity.

~~OBJECTIVE 1-Shared parking shall be encouraged and enforced whenever parking management plan approvals are granted. The implementing land development regulations must ensure that compatible land use relationships occur, particularly between land uses within perimeter areas of the Hannibal Square Neighborhood Commercial District and areas 500 feet outside this area so as to protect the surrounding residential areas and local churches.~~

~~**Policy 1-3.2.4: New England Avenue Transitional Development Standards.** In addition to the policy parameters outlined above, the portion of the Hannibal Square Neighborhood Commercial District comprising properties that front on New England Avenue between Virginia and New York Avenues may be developed with enhanced density and intensity.~~ **4.3: IMPLEMENT THE CRA PLAN.** The City and Orange County shall partner in the execution of the CRA Plan as the Winter Park CRA Agency.

Policy 1-4

~~**Policy 1-3.2.5: Redevelopment of Areas Designated Commercial and Office/Professional.** The City shall encourage the redevelopment of areas designated Commercial and Office/Professional at a floor area ratio up to the maximum permitted by those future land use designations to sustain the City's employment base and fiscal condition. At grade or elevated parking areas shall be included in floor area ratio calculations. However, the City shall ensure that such redevelopment contributes to the aesthetic character of the City by replacing or refurbishing older buildings to comply with the City's design standards which shall address the quality of architectural design to achieve more compatible relationships in the design of buildings, avoid unsightly appearance, and avoid structural incompatibilities. In evaluating development proposals the City shall ensure that compatible land use relationships occur, particularly between land use within perimeter areas of land designated commercial and office and less intense development located within five hundred (500) feet outside such areas. Regulatory measures shall ensure that issues pertaining to land use density and intensity as well as building height, mass, articulation, and fenestration reinforce a smooth and compatible land use transition. In addition, the City shall ensure that redevelopment proposals within Commercial and Office/Professional designated areas do not adversely impact the City's traffic flow and level of service for public facilities and comply with the City's landscaping, storm water management, and sign regulations.~~ **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 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.~~

2.3.7: 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~~

~~**3.2.8: Future Land Use Amendments to Planned Development.** The City may approve, at its discretion, amendments or changes to the planned development future land use designation when convinced that the location is compatible to be granted additional density and intensity given the character of surrounding properties. In granting or approving the planned development designation, the City may limit the intensity below the maximums permitted by this element for any reason determined advisable. The adoption of planned development intensity shall only occur in locations where redevelopment is to be encouraged, where the scale and character of the resultant project will be compatible with the commercial/ office location where the parcel size is sufficient and where there are minimal impacts on nearby residential properties.~~

~~Policy 1-3.2.9: Maintain Industrial Land Use.~~ The City shall strive to maintain its light industrial areas. The location and distribution of specific types of industrial activities shall be determined based on the following considerations:

- ~~1. Trip generation characteristics and impact on existing and planned transportation systems, including dependency on air or trucking for distribution of material and goods.~~
- ~~2. Anticipated employment generation, floor area requirements, and market area.~~
- ~~3. Ability to meet established performance standards to prevent or minimize nuisance impacts, such as emission of air pollutants, glare, noise or odor, or generation of hazardous by products.~~
- ~~4. Impact on established as well as anticipated future development and natural systems.~~
- ~~5. Impact on existing and planned public services, utilities, water resources, and energy resources.~~

~~3.3: IMPLEMENT THE CRA PLAN.~~ The City shall implement the intent of the CRA Plan, which shall serve as the City's policy for redevelopment of the designated areas. However, in any situations where conflicts occur between the CRA Plan and the Comprehensive Plan or Land Development Code, the priority shall be as established by Policy 1.1.1.4.

~~Policy 1-3.3.1: CRA Plan.~~ Coordinate and work with property owners and the development community to implement the intent of the CRA Plan and CRA strategic plan.

~~Policy 1-3.3.2: CRA Tax Increment Financing and Other Plan Implementation Initiatives.~~ The success or failure of the CRA Redevelopment Plan hinges on the ability of the City to stimulate re-investment, to undertake public improvement projects, and to engender community support. The City has taken its first steps by identifying needs, evaluating alternatives, and preparing a Plan to guide efforts, and implementing several redevelopment initiatives. The City shall become the facilitator for Redevelopment Plan implementation. **Policy 1-4.3.2: CRA Tax Increment Financing.** The City's responsibilities shall include serving as the catalyst for stimulating, marketing, and encouraging both public support and private participation. As part of its responsibilities for maintaining and improving the CRA tax increment financing program, the City shall monitor CRA property values. These responsibilities shall include annual review, update, and evaluation of the effectiveness of the tax increment financing program including the timely processing of information by the City and County to ensure that the best interests of the City are carried forth.

~~OBJECTIVE 1-3.4: PERIODICALLY UPDATE PLANNING POLICY AND REGULATORY MEASURES TO MEET CHANGING GROWTH MANAGEMENT CONDITIONS AND PRIORITIES.~~ **4: ANNEXATION.** The City shall carry out annexation of unincorporated enclaves as well as certain fringe areas adjacent to the City which have been an integral part of the Comprehensive Plan since its original adoption in 1976. The program shall continue to be coordinated with Orange County and the adjacent municipalities of Orlando, Maitland, and Eatonville and shall continue to have as a principal objective the prevention of urban sprawl and disjointed urban service systems.

Policy 1-4.4.1 Annexation. Each annexation shall eliminate or partially eliminate an enclave, align municipal boundaries or establish a contiguous link with the City;

Policy 1-4.4.2 Purpose. Each annexation shall include property adjacent to the City which will generate revenues in excess of the cost of providing services including reserves, or shall provide the City control over the quality and scale of future development necessary to foster enhanced appreciation in property values of adjacent City lands.

Policy 1-4.4.3: Actively Pursue the Annexation of Enclaves. Winter Park shall actively pursue the annexation of enclaves as these additions provide economies and efficiencies in service delivery to both Orange County and the City of Winter Park.

Policy 1-4.4.4: Small Scale Annexations. Annexations of areas and updating the future land use map may be eligible to be considered as small scale exemptions provided that the ordinance review process addresses the suitability of land for development.

Policy 1-4.4.5: Criteria for Pursuing Annexation and Required Cost/Benefit Study. Winter Park shall pursue the annexation of growth areas adjacent to the City limits when it would align municipal boundaries, unite sections of the City, or generate revenues in excess of the cost of providing services while providing City control over the quality and scale of development. An annexation cost-benefit study shall be required for all annexations of growth areas through referendums.

Policy 1-4.4.6: Intergovernmental Coordination with Orange County on Annexations. The coordination with Orange County and municipalities adjacent to proposed annexation areas shall include coordinating land use and service delivery issues at an early stage in the annexation process as well as formal notice of all potential annexations consistent with state law.

Policy 1-4.4.7: Joint Planning Agreements. The City will work with Orange County to establish joint planning agreements for enclaves and new areas under consideration for annexation.

Policy 1-4.4.8: Annexation Reserve Areas. As a first priority the City shall annex enclaves surrounded completely by the City. As a second priority the City shall annex contiguous unincorporated areas required to establish logical City boundary alignments that are defined by natural barriers, streets, or similar features and avoid service duplications. In addition, Winter Park will not establish different zoning or land use on annexed property without the notice to Orange County. The City of Winter Park has undertaken extensive coordination and shall continue such coordination with Orange County and the Cities of Orlando, Maitland and Eatonville regarding the City's annexation program.

Policy 1-4.4.9: Proposed Annexation Areas. The City has and shall continue to achieve the coordination with Orange County prior to annexing the four unincorporated Annexation Reserve Areas (ARAs) identified below:

1. **Annexation Reserve Area #1: Lake Killarney.** ARA #1 is a growth annexation area comprised of 198 acres, is located north of Fairbanks Avenue and is bounded by Lake Killarney on the north. The area contains approximately 1,300 residents and is primarily designated Low-Density Residential to the south side of the Lake, Office to the west along Wymore, and the Killarney Elementary School, located to the southwest near I-4, is designated Institutional. Annexation of this area would extend the City limits of Winter Park to I-4, the major barrier west of the City limits.
2. **Annexation Reserve Area #2: Kentucky/Oglesby.** ARA #2 is a growth annexation area comprised of 13± acres and accommodating approximately 40 residents, is located south of Fairbanks Avenue, north of Oglesby Avenue, east of I-4 and east and west of Clay Street.

Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.

3. **Annexation Reserve Area #3: Lawndale.** ARA #3 is a growth annexation area containing 50± acres and approximately 300 residents, is located south of Minnesota Avenue, north of Harmon Avenue, west of Clay Street, and east of Wisconsin Avenue with a section extending north of Minnesota following Jackson Avenue west of Nicolet Avenue and east of Harold Avenue. Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.
4. **Annexation Reserve Area #4: Stonehurst.** ARA #4 is an enclave comprised of 5.6 acres and containing approximately 30 persons located in 13 single-family dwellings, is located in the south section of the City, south of Lake Virginia, north of Glenridge Way, between Lauren Road and Winchester Drive. This area is an unincorporated Orange County enclave, completely surrounded by the City limits of Winter Park.

GOAL 1-5: QUALITY AND CHARACTER. The City recognizes the many unique areas of the City and provides planning processes and regulations that ensures quality development while reflecting the context and heritage of the many facets of Winter Park.

OBJECTIVE 1-5.1: MAINTAIN AND PRESERVE THE CHARACTER AND QUALITY OF LAKEFRONT AND OTHER WATERFRONT DEVELOPMENT THROUGH THE USE OF LAND USE CONTROLS. It is the intent of the City to apply land use controls to maintain and preserve the existing density, character and quality of lakefront land use by prohibiting lot splits and maintaining low densities.

Policy 1-5.1.1: Preserve Lakefront Estates. To maintain the diversity of sizes of lakefront properties and estates and to strongly discourage the subdivision or split of such properties, the City shall preserve low densities along the City's lakefront property, including larger lakefront estates in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida.

Policy 1-5.1.2: Limitations of Development of Waterfront Lots. The City shall require that the Planning and Zoning Board review and approve plans for construction on all waterfront properties.

Policy 1-5.1.3: Restrictions on Lake or Canal Lot Development. The Planning and Zoning Board Commission shall have the discretion to place conditions on any lake or canal lot construction plan approval and to impose more stringent and restrictive requirements and development standards due to the environmental sensitivity of these properties.

Policy 1-5.1.4: Management of Lakefront Development. The City shall restrict lakefront development outside of the floodplain and lake setback areas around the lakes to the lowest density residential land uses with the corresponding lot coverage and impervious coverage.

Policy 1-5.1.5: Management of Undeveloped Lakefront Lots. Lakefront areas that are undeveloped but previously platted and in common ownership may combine lots so as to conform to the minimum lot sizes and frontages required or the average lot sizes and frontages of existing lots within a 500 ft. radius whichever is greater.

Policy 1-5.1.6: Development of Large Lakefront Tracts to Provide Adequate Public Access for Public Purposes. The development of large unplatted lakefront tracts shall include provisions for public access of a passive nature and public visual access along with agreements for the proper maintenance of these areas.

Policy 1-5.1.7: Lakefront Setbacks. The City shall enforce a minimum fifty (50) foot lakefront setback and require site plan review for all lakefront and canal front construction. The City shall prohibit filling in lakefront and stream front wetlands and shall require a conditional use approval for any type of allowable construction in such areas. In addition, no encroachment, fill, or other new development shall be permitted in a floodway. Development of flood prone areas shall be addressed on a site by site basis as part of the site plan review or conditional use process. The City shall coordinate with the State, the St. Johns River Water Management District, the East Central Florida Regional Planning Council, Orange County, state agencies, and other agencies concerned with managing natural resources. Such intergovernmental coordinating activities shall be directed toward protecting the values and functions of respective natural systems.

OBJECTIVE 1-5.2: PRESERVE THE QUALITY AND CHARACTER OF WINTER PARK'S RESIDENTIAL NEIGHBORHOODS. By recognizing and maintaining the variety of neighborhoods and housing types available throughout the City, the City will protect and conserve the diverse range of residential opportunities.

Policy 1-5.2.1: Maintain the Scale and Character of Neighborhoods. The City shall accommodate redevelopment activity in a manner that does not produce residential development that substantially alter the scale or character of a street. The aim shall be to create opportunities for redevelopment that complement the features of the existing neighborhood.

Policy 1-5.2.2. Tools for Regulating Scale and Character of Neighborhoods: The City shall regulate the degree and scale of development on single-family and low density properties through the use of setbacks, height limits, floor area ratio~~n~~, and other land development regulations to manage the size, building mass, and design features of single-family and townhouse buildings.

Policy 1-5.2.3: Maintain the Quality and Character of Single-Family Residential Neighborhoods. The City shall maintain the quality and attractiveness of public infrastructure and public property such as streets, sidewalks, parkways, street canopies, and plants on public property through the site plan review process.

Policy 1-5.2.4: Ensure Compatible Size, Form and Function are achieved in Areas Designated Low-Density Residential. The City shall promote redevelopment and renovation of Low Density Residential and consider controls on the height, size and coverage of duplex, townhouse, and apartment buildings and required off-street parking to ensure compatibility, achieve a smooth transition in density, and protect adjacent Single-Family Residential designated areas.

Policy 1-5.2.5: Ensure Compatible Size, Form and Function are achieved in Areas Designated Medium- and High-Density Residential. The City shall apply regulatory measures within Medium and High-Density Residential designated areas in order to avoid land use compatibility conflicts due to dissimilar building types, size, mass, articulation, height, and other

design features or ancillary loss of views, privacy, and access to light, as well as noxious impacts of traffic, noise, adverse changes in drainage patterns, and other negative effects of incompatible development.

Policy 1-5.2.6: Investigate Policies for Density Issues Surrounding, Multiple Family Structures. The City shall investigate approaches for revising land use policies addressing renovation or redevelopment of all multi-family regulations for apartments and condominiums, including their size, scale, design aesthetics and amenities.

Policy 1-5.2.7: Subdivision of Lot Splits of Single Family Estate Properties. The City shall prohibit any subdivisions or lot splits of estate lots (one acre or greater) within areas designated single family residential.

Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet adopted subdivision regulations.

Policy 1-5.2.9: Lot Consolidations. Lot consolidations resulting in the addition of more than 25 feet of new lot width and results in consolidated new lot sizes greater than 150% of the lot width or lot area standards shall require the approval by the City Commission. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

OBJECTIVE 1-5.3: PROTECT ESTABLISHED RESIDENTIAL NEIGHBORHOODS FROM ENCROACHMENT OF NON-RESIDENTIAL USES. In order to protect the scale and traditional neighborhood character around the City, any intrusion of non-residential land uses is discouraged.

Policy 1-5.3.1: Criteria for Managing Encroachment of Nonresidential Uses into Established Residential Neighborhoods. The City shall require that any change in land use designation from residential to nonresidential comply with all of the following:

1. That this change shall not be a precedent toward other similar applications for change requesting similar land use as a matter of equity or fairness;
2. That the change can be demonstrated to be in the best interests of the City at large;
3. That the change can be demonstrated to be in the best interests of the adjacent residential area;
4. That residential use of the property is no longer a viable use.

Policy 1-5.3.2: Protect Single Family and Low-Density Residential Property from Parking Garages. The City shall prohibit above grade parking garages within 100 feet of a single family or low density residential property.

OBJECTIVE 1-5.4: DEVELOPMENT/REDEVELOPMENT OF MULTI-FAMILY RESIDENTIAL, COMMERCIAL, OFFICE, AND MIXED USE AREAS. The City shall provide for

development and redevelopment of its commercial and office areas when compatible with the scale and character the surrounding area context.

Policy 1-~~5.4.1~~: Redevelopment of Areas Designated Commercial and Office/Professional:

The City shall consider adopting architectural design review ~~standards~~guidelines along major ~~transportation corridors~~, including form based code, identify building types and/or structural design features that shall be required or encouraged and those to be discouraged or prohibited due to their adverse impacts on property in the immediate area.

Policy 1-~~35.4.12~~: Improve Design Procedures and Resources and Architectural Review. The City shall periodically update ~~regulatory procedures designed~~approved design guidelines to enhance the quality of architectural design, achieve more compatible relationships in the design of buildings, avoid unsightly appearance, avoid inordinate contrast in building mass, scale, height, articulation, and other design features. ~~The desire is to achieve a beautiful, pleasant, principally village scale pedestrian orientated community by fostering and encouraging good design, pedestrian connectivity, landscaping and buffering, and good proportional relationships in design of building mass and scale. The desired design shall allow for individual styles and variety compatible with the historically accepted character of Winter Park. These design review considerations shall also be applied to ensure that proposed development near the perimeter of a Future Land Use Map designation as well as proposed development located near the perimeter of a zoning district boundaries have a land use density and/or intensity as well as design features such as cited herein which promote a smooth land use transition and compatible land use. The City shall apply review procedures to such properties to ensure that proposed “edge” development has a land use density and intensity as well as design features that foster a smooth and compatible transition in building mass, scale and design.~~

Policy 1-~~35.4.2~~: Establishment of Architectural Design Review Process. Upon one year of adoption, the City shall evaluate the necessity for an Architectural Review Board development~~3.4.3: Evaluate Creating a Park Overlay Zone.~~ The City shall protect parkland, recreation facilities, and conservation areas from the negative impacts of adjacent development. To this end, the City shall consider adopting a Park Overlay Zone. Within one year after adoption, the City Commission shall determine the feasibility of this overlay zone. If deemed, desirable, the Parks and Recreation Board shall provide a draft ordinance to the City Commission to accomplish the following:

- ~~Ensure that development of private property adjacent to parks, recreation and open space is compatible with their continued enjoyment;~~
- ~~Protect park resources from visual and physical impacts that may be associated with development of private property near designated parklands;~~
- ~~Enhance the public enjoyment of parks; and~~
- ~~Preserve the habitat values of parks by protecting native plants, trees.~~

OBJECTIVE 1-3.5: PROTECT ESTABLISHED RESIDENTIAL NEIGHBORHOODS FROM ENCROACHMENT OF NON-RESIDENTIAL USES. The City shall discourage nonresidential intrusions into established residential neighborhoods and areas, and shall discourage such changes in land use designations. ~~3.5~~

~~Policy 1-3.5.2.3: Investigate Just Compensation/Linkage System for Adverse Impacts Incurred by Changes in Future Land Use Designation from Residential to Nonresidential Use.~~ The City shall explore the feasibility of establishing a linkage system that addresses compensation for the loss of housing or housing opportunity and/or the need for public service or social program in consideration of the increase in value bestowed upon land through designation from residential use to nonresidential use.

~~3.5.3 OBJECTIVE 1-3.6: PRESERVE THE QUALITY AND CHARACTER OF WINTER PARK'S RESIDENTIAL NEIGHBORHOODS.~~ Protect and conserve the diverse range of residential opportunities, ranging from lakefront estates to high rise apartments. Maintain the single-family neighborhoods within the City, including the variety of housing styles and values; the older neighborhoods that have a combination of historic homes and new development; as well as other neighborhoods comprised of modest homes on small interior lots as well as areas where large lakefront estates are predominant. Preserve opportunities for multifamily lifestyles, including duplex, townhouse, garden apartment and high-rise apartment living as well as a variety of group housing including retirement homes, nursing homes, and adult congregate living facilities.

~~the Form Based 3.6.1: Maintain the Scale and Character of Neighborhoods.~~ New development and redevelopment shall occur in a manner that preserves the elements of the existing neighborhood character that provide the attractiveness and unique character of each individual neighborhood. The City shall accommodate redevelopment activity in a manner that does not produce new residences which substantially alter the scale or character of a street. The aim shall be to restrict home sizes so they do not visually overpower the natural features or amenities in a neighborhood, but instead compliment those features. The City shall regulate the degree and scale of development on single-family properties through the use of the tools of setbacks, height limits, lot coverage restrictions and impervious coverage restrictions, floor area ration, limiting wall heights at side yard setbacks, reducing heights along sensitive edges, second floor step backs on front and side, establishing maximum wall plane lengths that reflect the traditional width of buildings along the street, roof pitches, and alignment of front setbacks. Winter Park applies and shall continue to apply a floor area ratio in managing the size, building mass, and design features of single-family and townhouse buildings. Pursuant to the City's strategic plan, the City shall review its residential development standards as new issues are confronted in maintaining a proper scale and intensity among adjacent uses in order to retain Winter Park's "village" character.

~~3.6.2: Maintain the Quality and Character of Single-Family Residential Neighborhoods.~~ Maintaining the character and quality of life for these neighborhoods shall continue to be a major policy of the Comprehensive Plan. The City shall maintain the quality and attractiveness of public infrastructure and public property such as streets, sidewalks, parkways, street canopies, and plants on public property. Pursuant to the City's strategic plan, the City shall review and revise its Land Development Code within one year of adoption of this Comprehensive Plan, to ensure that the scale and character of new development/redevelopment is compatible with existing single-family neighborhoods. The City Planning Commission and City Commission shall continue to develop more stringent land development codes as needed to avoid the adverse impacts of increased Commercial and/or High Density Residential development adjacent to historically Single-Family or Low-Density Residential neighborhoods. The City shall protect Single-Family neighborhoods from all impacts of development that are not compatible with Low-Density and Single-Family environments and shall prohibit parking garages abutting Single-Family and Low-Density Residential development. The City shall prohibit above-grade parking garages within 100 feet of a single family or low density residential property.

~~**Policy 1-3.6.3: Ensure Compatible Size, Form and Function are Achieved in Areas Designated Low-Density Residential.**~~ Since much of the land designated Low-Density Residential is at densities up to ten (10) dwelling units per acre, the City shall enforce regulatory measures and develop additional land use and design standards to mitigate adverse impacts caused by varied types of uses and structures, such as single family homes, duplexes, townhouses, and small apartments. The City shall apply the conditional use review process together with floor area ratio regulations within Low-Density Residential designated areas in order to avoid land use compatibility conflicts due to dissimilar building types, size, mass, articulation, and height. The City shall promote redevelopment and renovation in these areas but the City shall place restrictive controls on the height, size and coverage of duplex, townhouse, and apartment buildings and required off-street parking to ensure compatibility, achieve a smooth transition in density, and protect adjacent Single-Family Residential designated areas.

~~**Policy 1-3.6.4: Ensure Compatible Size, Form and Function are Achieved in Areas Designated Medium and High-Density Residential.**~~ The City shall apply regulatory measures including, but not limited to, conditional use review process together with floor area ratio regulations within Medium and High-Density Residential designated areas in order to avoid land use compatibility conflicts due to dissimilar building types, size, mass, articulation, height, and other design features or ancillary loss of views, privacy, and access to light, as well as noxious impacts of traffic, noise, adverse changes in drainage patterns, and other negative effects of incompatible development. The conditional use process shall also be applied, together with other regulatory measures in managing land use issues surrounding the compatibility of the potentially negative impacts of transient accommodations on adjacent and nearby permanent residential areas.

~~**Policy 1-3.6.5: Discourage Rezoning of Medium-Density Residential to High-Density Residential.**~~ The City shall discourage the rezoning change in future land use designations of medium-density residential to high-density residential properties.

~~**3.6.6: Investigate Policies for Density Issues Surrounding Multiple Family Structures.**~~ The City shall investigate approaches for revising land use policies addressing renovation or redevelopment of all multi-family regulations for apartments and condominiums, including their size, scale, design aesthetics and amenities, and the appropriateness of their conditional uses.

~~**3.6.7: Subdivision of Lot Splits of Single Family Estate Properties.**~~ Historically, Winter Park is a distinct residential community in part because of the existence of large estate properties. These existing estates, many with historical or architectural significance, provide a character that in turn creates value throughout the surrounding neighborhoods and the community. Thus, their preservation maintains the attractive character of Winter Park that helps to set it apart from other cities in Florida. The existence of large estate properties dispersed throughout Winter Park adds great attractiveness, appeal and value to residents and potential buyers as contrasted with newer more uniform homogenous subdivisions. In order to protect these features and values and preserve neighborhood character, the City shall strongly discourage any subdivisions or lot splits of estate lots (one acre or greater) within areas designated single family residential. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

~~**3.6.7: Subdivision of Lot Splits of Single Family Estate Properties.**~~ Historically, Winter Park is a distinct residential community in part because of the existence of large estate properties. These existing estates, many with historical or architectural significance, provide a character that in turn creates value throughout the surrounding neighborhoods and the community. Thus, their preservation maintains the attractive character of Winter Park that helps to set it apart from other cities in Florida. The existence of large estate properties dispersed throughout Winter Park adds great attractiveness, appeal and value to residents and potential buyers as contrasted with newer

~~more uniform homogenous subdivisions. In order to protect these features and values and preserve neighborhood character, the City shall strongly discourage any subdivisions or lot splits of estate lots (one acre or greater) within areas designated single family residential.~~

~~3.6.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property.~~ The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density consistent with the existing conditions in the surrounding neighborhood within a radius of five hundred (500) feet.

~~Policy 1-3.6.9: Lot Consolidations.~~ The City shall draft land development regulations which would require Planning Commission recommendation and City Commission approval for the consolidation or aggregation of residential lots in order to preclude the formation of lot sizes and resultant larger building sizes that may be out of scale and size with existing street or neighborhood character. Lot consolidations resulting in the addition of more than 25 feet of new lot width and if such consolidation also results in consolidated new lot sizes greater than 150% of the lot width or lot area standards shall require the approval by the City Commission. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

~~OBJECTIVE 1-3.7: MAINTAIN AND PRESERVE THE CHARACTER AND QUALITY OF LAKEFRONT AND OTHER WATERFRONT LAND USE.~~ Maintenance of green pervious open space along the lake shore is necessary for natural percolation and filtering of storm water runoff which is required to maintain lake water quality. Maximization of green pervious open space is necessary for the recharge of groundwater. Therefore, it is the intent of the City and this Comprehensive Plan to apply land use controls to maintain and preserve the existing density, character and quality of lakefront land use by prohibiting lot splits and maintaining low densities. Maintaining the low range of residential density along the City's lake frontage enhances the aesthetic appeal of the lake, shoreline, and the lake frontage. Maintenance of such low densities also reduces encroachment by water related structures which impact the natural appearance of the lakefront and diminish the natural lake edge habitat that provides food and shelter for a wide range of aquatic wildlife. Limiting lakefront residential density limits boat related impacts to the lake.

~~3.7.1: Preserve Lakefront Estates.~~ It is a policy of the City and of this Comprehensive Plan to maintain the diversity of sizes of lakefront properties and estates and to Strongly discourage the subdivision or split of such properties. The City shall preserve low densities along the City's lakefront property, including larger lakefront estates in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

~~3.7.2: Status of the Genius Preserve.~~ Pursuant to the policy direction outlined for the Genius Preserve in Planning Area B Osceola/ Lakeview any future subdivision request for the Genius Preserve shall be a large scale comprehensive plan amendment.

~~Policy 1-3.7.3: Limitations of Development of Waterfront Lots.~~ The City shall require that the Planning and Zoning Commission review and approve plans for construction on waterfront properties due to the environmental sensitivity of such properties, including surface water management, water quality control, public safety and reduction of boating hazards, preservation of waterfront views, sensitivity of scale and design of house to slope of site and surrounding properties, suitability of soils for development and impacts of development on soil conditions and topography, elevation of water bottom, impact of development on aquatic habitat, and retention of natural shoreline appearance and vegetative cover including tree coverage. The Planning and

~~Zoning Commission shall have the authority to apply specific conditions to development approvals for waterfront lots in order to ensure that future development properly addresses objectives herein stated within this policy or other policies incorporated in the Comprehensive Plan and Land Development Code. Similarly, the Planning and Zoning Commission shall have the authority to require scientific data describing existing and proposed characteristics of the site, land forms, water quality, and structural components.~~

~~Policy 1-3.7.5: Management of Undeveloped Lakefront Lots.~~ Lakefront areas that are undeveloped but previously platted and in common ownership may combine lots so as to conform to the minimum lot sizes and frontages required or the average lot sizes and frontages of existing lots within a 500 ft

~~Policy 1-3.7.7: Restrictions on Lake or Canal Lot Development.~~ The Planning and Zoning Commission shall have the discretion to place conditions on any lake or canal lot construction plan approval and to impose more stringent and restrictive requirements and development standards due to the environmental sensitivity of these properties. For example, the City may require access easements to accomplish a public purpose, preservation of protected, specimen and heritage trees and control over density to ensure necessary measures to protect and preserve water quality and the unique features of the environmentally sensitive lakefronts.

~~the application of a form based code along~~

~~3.8: DEVELOPMENT/REDEVELOPMENT OF MULTI-FAMILY RESIDENTIAL, COMMERCIAL, OFFICE, AND MIXED USE AREAS.~~ The City shall provide for development and redevelopment of its commercial and office areas when compatible with the scale and character the surrounding area context

~~corridors to more effectively provide for the review of development.~~

~~Policy 1-3.8.1: Reviews of New Multi-Family, Commercial and Office Development/Redevelopment to Ensure Compatibility with Scale and Character of Existing Development.~~ The City shall encourage the development or redevelopment of multi-family residential, and commercial and office properties, that are consistent with the Future Land Use Map when deemed compatible for scale and density. Such development shall not exceed the maximum building stories and floor area ratio incorporated in this Comprehensive Plan. The maximum building height map, as a function of permitted stories, adopted as part of this comprehensive plan shall govern, limit and restrict building development to the maximum number of stories shown on the map. Mezzanine levels shall not be permitted in addition to the number of stories indicated.

~~Policy 1-3.8.2: Include Parking Garages in Floor Area Ratio and Lot Coverage Calculations.~~ The City shall include all above grade parking garages in Floor Area Ratio and Lot Coverage calculations. However, public parking garages or the public portion of public/private garages may be excluded from this requirement by the City Commission.

Policy 1-5.4.4

~~Policy 1-3.8.3: Prohibit Fractional Ownership of Residential Units.~~ The City shall encourage a stable residential customer base by prohibiting the allowance of time-share or other fractional ownership of residential units.

~~Policy 1-3.8.5.4.5: Encourage Single-Family Detached Homes.~~ The City shall encourage redevelopment of single family detached homes as opposed to apartments and condominiums in transitional areas by strongly discouraging Future Land Use Map amendments from Single-Family Residential or Low-Density Residential to Medium or High-Density Residential. The intent of this policy is to provide a smooth transition of density/intensity of land use. However, the sole exception to this policy shall be with respect to an existing residential elderly housing

development that is larger than 10 acres, the parcel to be changed is internal to the development, being at least 200 feet from Low density or Single Family in other ownership and there is a step down in intensity towards the perimeter of the development. *Policy amended to reflect changes as adopted on June 28, 2010 per Ordinance 2817-10*

Policy 1-3.8.5: Promote Visible Open Space in Multifamily Development. Within one year of adoption of this Comprehensive Plan, the City shall amend its multifamily residential zoning districts (R-3/R-4) to reduce the maximum impervious coverage requirements in order to promote more visible open space and to eliminate credit for internal open space courtyards from counting toward the impervious or open space requirements.

Policy 1-3.8.6: Promote Appropriate Scale and Height for Medium Density Multi-Family Development. Except within the Central Business District geographical area, multi-family residential development within areas designated ~~medium density residential (R-3)~~ Medium Density Residential shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition, such third floors must be entirely contained within a sloping roof having a maximum 12:12 roof slope. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

Policy 1-3.8.7: Repeal Apartment/Hotel as a Conditional Use. Upon completion or vesting of the Hotel project, as contemplated in the existing development agreement or as may be subsequently amended for the former Langford Hotel property at 300 East New England Avenue, the City shall repeal apartment/hotels as a conditional use and apartment hotels are not permitted to be developed within any Residential R-5.4 code.

Policy 1-3.8.8: Investigate the Form Based Code. The City shall investigate the application of a form based code to more effectively provide for the review of development in accordance with the policies of this Comprehensive Plan.

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 or three stories (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 height conditional use. *Policy amended to reflect changes as adopted on July 14, 2014 per Ordinance 2970-14 and 2971-14.*

Policy 1-3.8.10: Restrict Vehicle, Boat Sales, and Recreational Vehicle Sales and Operations. The City shall concentrate and restrict vehicle, boat, and recreational vehicle sales businesses to the northwest section of the City and shall only permit vehicle sales businesses within the geographic areas specified in Planning Areas J and K. The location and site planning of all vehicle and repair and sales operations as well as boat sales operations shall be reviewed and evaluated based on conditional use procedures established in the Land Development Code.

~~Policy 1-3.8.11: Restriction on the Use of CBD Future Land Use and (C-2) Zoning.~~ The City shall only permit the use of CBD future land use designations or C-2 zoning on property in the area depicted in the Map located on page D-4 within the definitions sections of this Comprehensive Plan. Central Business District future land use designations or C-2 zoning shall not be permitted by the City for any property outside these designated areas. Properties within the designated areas are not deemed entitled to Central Business District future land use or to C-2 zoning nor should any property owner have any reasonable expectation that CBD FLU/C-2 zoning will be allowed. These are simply the area locations where properties may be candidates for C-2 which may or may not be granted by the City Commission on a case by case basis. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

~~Policy 1-3.8.12.7: Gateway Plan for Development or Redevelopment of Properties.~~ Pursuant to the adoption of a The City shall create Gateway Plan by the City Commission, the City shall have the authority in the review of plans for the development or Plans and design studies for the potential redevelopment of properties to require that a portion of such property be reserved for the construction of such gateway design structures to be constructed and that the City Commission may require on a case by case basis a financial partnership arrangement between the property owner/ developer and the City to facilitate the construction of such gateway design structures. the major transportation corridors, leading into Winter Park to include:

1. West Fairbanks Avenue from I-4 east to Orlando Avenue;
2. Orlando Avenue from the southern City limits to the northern City limits;
3. Aloma Avenue from the City limits west to Lakemont Avenue;
4. Orange Avenue from Fairbanks Avenue to Orlando Avenue;
5. Lee Road from I-4 to Orlando Avenue.

Policy 1-5.4.8: Enhance the Appeal and Improve the Property Values of Certain Gateway Corridor Entrances into the City of Winter Park. In order to establish, maintain and enhance the character and aesthetic appeal of certain important gateway corridor entrances into the City of Winter Park, and to increase the property values along such gateway corridor entrances to the City, in order to distinguish those gateways as attractive entrances into the City, the City shall, prohibit certain business types along the frontage of those roadway corridors to exclude any new or used car sales businesses, auto repair businesses, resale stores or pawn shops, vapor lounges or smoke shops, adult oriented businesses, gas/service stations and convenience stores.

Policy 1-5.4.9: Pursue Programs for Billboard Elimination. The City shall utilize regulations and incentive programs and pursue programs to achieve the elimination of the existing billboards within the City, including the use of eminent domain condemnations.

Policy 1-5.4.10: Agreement for New or Relocated Billboards. As prohibited uses, new billboard(s) shall only be permitted when done in exchange for the removal of existing billboard(s) within the City.

~~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. 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 as depicted on the Maximum Height Map. Policy amended to reflect changes as adopted on July 14, 2014 per Ordinance 2970-14.~~ **GOAL 1-6: STEWARDSHIP OF NATURAL RESOURCES.** The City will preserve the legacy of the natural environment through stewardship and enhancement of the many natural resources found within Winter Park.

OBJECTIVE 1-3.96.1: PROTECT NATURAL RESOURCES AND FLOOD PRONE AREAS FROM ADVERSE IMPACTS OF DEVELOPMENT. ~~The City shall protect flood-prone areas, protect the safety of the citizens, and minimize public and private loss from flood damage. The City shall continue to carry out a development review process that ensures that development and conservation activities shall protect resources as directed in the policies below.~~

~~**Policy 1-3.9.1: Managing Environmentally Sensitive Lands.** Policies in the Conservation Element for managing environmentally sensitive natural systems such as wetlands, lakes, shorelines, aquifer recharge areas, threatened or endangered habitat and other sensitive resources shall be carried out through applying the buffers, limitations on development and other regulatory actions required by Policies 4-6.1.6, Policy 5-1.5.3, Policy 5-1.5.4 and Policy 5-1.5.5. These and other natural~~ **Policy 1-6.1.1: Managing Environmentally Sensitive Lands.** Natural resources identified on the FLUM series shall be protected and/or preserved pursuant to goals, objectives, and Policies established in the Conservation Element of the Comprehensive Plan. ~~In addition, the Land Development Code shall provide more detailed procedures and performance criteria to implement conservation and natural resource protection. The Land Development Code shall also provide for wetland preservation consistent with the requirements and regulations of the St. Johns River Water Management District and the FDEP.~~

Policy 1-3.96.1.2: Storm Water Management, Flood Prevention, Water Quality and Intergovernmental Coordination. The City shall manage storm water runoff and prevent adverse impacts on water quality. Winter Park shall continue to be a participant in the National Flood Insurance Program which provides flood insurance to home owners and businesses. The City shall enforce its adopted floodplain management regulations which require new construction within the floodplain to construct the lowest floor above the 100 year flood elevation, and place restrictions on the materials and types of construction permitted. ~~In addition to floodplain regulations, the~~

Policy 1-3.96.1.3: Habitats of Flora and Fauna Having Special Status. The habitat of rare, endangered, and threatened species of flora and fauna and others having special status as identified in the Conservation Element shall be protected.

Policy 1-3.96.1.4: Mining Prohibited. The City shall prohibit the excavation of natural resources (mining) within the City limits.

Policy 1-3.96.1.5: Protect the City's Cemeteries and Conservation Lands. The City shall protect cemeteries and conservation lands from development.

OBJECTIVE 1-3.106.2: SOIL AND TOPOGRAPHIC CONDITIONS/NATURAL ENVIRONMENT. ~~The City shall not issue a~~ All development order or permit unless the applicant for development has demonstrated that the proposed land uses, including, but not limited to, density, intensity, design, and other characteristics of the development, are ~~must be~~ designed with appropriate consideration

for soil and topographic conditions and the natural environment, including Comprehensive Plan objectives and Policies in ~~the Chapter 5: Conservation Element.~~

Policy 1-3.106.2.1: Coordinated Land Use Planning. The City shall ensure that all proposed land development is located and designed with appropriate consideration for soil and topographic conditions. The City shall ensure that all new development is consistent with performance criteria governing resource conservation, public facilities, concurrency management, and level of service standards before a development order is issued.

Policy 1-6.2.2: Characteristics of Development. The City shall ensure that density, intensity, design, and other characteristics of the development, are consistent with the character of the surrounding area, can be accommodated on the site without adversely impacting natural features of the site or the surrounding environment, meet concurrency requirements, and are consistent with the Comprehensive Plan and Land Development Code.

OBJECTIVE 1-6.3.44: PROTECT THE CITY'S TREE RESOURCES. The City shall continue to protect its trees, including the bountiful oak tree canopy that provide a character distinguishing Winter Park from the majority of Florida's other municipalities.

~~**Policy 1-3.11.1: Protect Trees.** The City shall continue to preserve its tree canopy by enforcing tree protection regulations. The City shall maintain and preserve the coverage of the tree canopy.~~
Policy 1-6.3.1: Protect Trees. The City shall promote the proliferation and preservation of trees throughout the City, minimize the removal of protected trees, and require compensation and replanting for the loss of protected trees in various stages of maturity on public and private property in order to preserve the quality of life in the City well into the future.

OBJECTIVE 1-3.12-6.4: PROTECTION OF ARCHAEOLOGICAL AND HISTORIC RESOURCES. The City shall identify, document, protect, preserve, and enhance the cultural, historic, architectural, scenic and archaeological resources significant to the heritage and character of the City of Winter Park.

~~**Policy 1-3.126.4.1: Inclusion of Historic Resources on FLUM.** The FLUM series shall include a map illustrating the location of significant historic sites or structures within the City. [Note: The Historic Resources Map does not reveal the location of archaeological sites due to their sensitivity to abuse.]~~

~~**Policy 1-3.12.2: Discovery of Artifacts during Construction.** The City shall ensure the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. The cessation may be lifted upon such determination. Normally, determination will be made by those approved to make such determination by the Office of the Secretary of State, Division of Historical Resources.~~

~~**Policy 1-3.12.3: Continue Surveying, Recording and Interpreting Historical, Architectural, Scenic, Cultural and Archaeological Resources.** The City shall continue the process of surveying, recording and interpreting the cultural, historic, architectural, scenic and archaeological~~

resources of Winter Park with a historic and archaeological resources inventory and Florida Master Site File update recommended every ten years.

~~**Policy 1-3.12.4: Activities to Protect and Promote Historical Resources.**~~ The City shall evaluate and protect publicly owned historical resources within Winter Park and initiate designation of those resources as local historic landmarks or landmark districts, and as appropriate, nominate those resources to the National Register of Historic Places.

~~**Policy 1-3.12.5**~~**Policy 1-6.4.2: Encourage Designation of Local Historic Resources and Establishment of Historic Districts.** The City shall encourage the designation of local historic resources, and the establishment of historic districts that protect historic resources and their settings. Within one year of adoption of this Comprehensive Plan, the Historic Preservation Commission shall investigate and make a recommendation (complete with schedule and specific implementation milestones) to the City Commission regarding the designation of Park Avenue as a National Register and Local Historic District. through the Land Development Code regulations.

~~**Policy 1-3.12.6 Provide Historic Preservation Incentives.**~~ Provide local incentives, information and technical assistance for owners of designated historic resources which may include the waiver of fees relating to rehabilitation, accessory dwelling units as permitted uses through the Certificate of Review process and other appropriate incentives.

~~**Policy 1-3.12.7: Use of Building Code to Assist the Rehabilitation and Restoration of Historic Buildings.**~~ The City shall utilize the Building Code provisions which allow for the relaxation of certain building code standards for the restoration, rehabilitation and repair of historic buildings when such improvements and buildings do not jeopardize public safety as determined by the Building Official.

~~**Policy 1-3.12.8: Use of Federal Rehabilitation Tax Credit to Rehabilitate Cultural, Historic and Architectural Resources.**~~ The City shall encourage and support private efforts to rehabilitate eligible commercial and income producing cultural, historic, and architectural resources using the federal rehabilitation tax credit.

~~**Policy 1-3.12.9: Require Evaluation of Cultural, Historic, Architectural, and Archaeological Resources in Decisions Regarding Demolition.**~~ Integrate the evaluation of cultural, historic, architectural and archaeological resources into the decision making process for City sponsored alteration of demolition of buildings, structures and /or infrastructure.

~~**Policy 1-3.12.10: Identification of Impacts on Historic Resources.**~~ All public sector planning studies of neighborhoods, housing, transportation, drainage, storm water and utilities shall identify the presence of historic resources and consider the impact of any proposal on those resources.

~~**Policy 1-3.12.11: Compatibility of New Public Improvements in Historic Districts.**~~ When public improvements such as streetlights, signage, sidewalks, curbs and paving are scheduled for replacement in historic districts as identified in the historic resources survey, those replacements shall enhance and be compatible with the character of the district.

~~**Policy 1-3.12.12**~~**Policy 1-6.4.3: Evaluation of Impacts of Rezoning and Redevelopment Applications on Historic Resources.** Evaluate the impact of rezoning and development

applications on identified historic or archaeological resources on or in proximity to the property application, and seek timely discussion of issues threatening cultural, historic, archaeological and architectural resources in order for the Historic Preservation Commission to advocate a constructive solution.

Policy 1-3.12.136.4.4: Land Use Decisions to Include Protective Measures to Preserve Significant Historical, Architectural, Scenic, Cultural and Archaeological Resources. The City shall ensure that development and land use decisions assess and avoid the potential for adverse impacts to significant historical, architectural, scenic, cultural and archaeological resources. These resources shall be buffered from potential adverse impacts, thus insuring protection from the cumulative adverse impacts of surrounding development.

Policy 1-3.12.146.4.5: Rehabilitation and Adaptive Reuse of Historic Buildings for Contemporary Uses. The City shall encourage the rehabilitation and adaptive reuse of historic buildings if the buildings may no longer feasibly be used for their historic purposes.

GOAL 1-7: COLLABORATIVE PLANNING PROCESS. The City will embrace a collaborative planning process that evaluates and monitors the Goals, Objectives and Policies outlined in this Plan and enhances the community.

~~OBJECTIVE 1Policy 1-3.12.15: City Participation in the Certified Local Government (CLG) Program.~~ ~~The City shall participate in the Certified Local Government (CLG) program administered by the State of Florida by maintaining a preservation ordinance complying with state and federal requirements, filing required reports, participating in training workshops for staff and preservation boards, and applying for CLG grants to fund qualifying historic preservation projects.~~

~~Policy 1-3.12.16: Support Public Education Concerning the City's Cultural, Architectural, Archeological and Historic Resources.~~ ~~Maintain a partnership with the Winter Park Historical Association and Museum, Hannibal Square Heritage Center, Winter Park Public Library Archives, Rollins College Olin Library Archives other appropriate organizations to support public education, heritage tourism efforts and the preservation of information and documents about the cultural, architectural, archeological and historic resources of Winter Park.~~

~~OBJECTIVE 1-3.13: ANNEXATION.~~ ~~The City shall carryout its Comprehensive Plan program for annexation of unincorporated enclaves as well as certain fringe areas adjacent to the City which have been an integral part of the Comprehensive Plan since its original adoption in 1976. -7.1The annexation policy of the City of Winter Park and the annexations of land by Winter Park shall be consistent with the following criteria:~~

- ~~1.~~
- ~~2. Each annexation shall include property adjacent to the City which will generate revenues in excess of the cost of providing services including reserves, or shall provide the City control over the quality and scale of future development necessary to foster enhanced appreciation in property values of adjacent city lands;~~

~~Policy 1-3.13.1Policy 1-3.13.2Policy 1-3.13.3Policy 1-3.13.4: Intergovernmental Coordination with Orange County on Annexations.~~ ~~Winter Park shall provide written notice to Orange County in advance of any annexation requests to be considered by the City Commission.~~

The City shall coordinate all annexations and designations of annexation reserve areas with Orange County and adjacent municipalities of Orlando and Maitland, and Eatonville. **Policy 1-3.13.5** As part of this ARA study, the City of Winter Park has analyzed its ability to provide the full range of its municipal services to these areas. Altogether, the annexation of these five areas will add 322 acres to the City of Winter Park. The annexation of the four areas (excluding Home Acres) is estimated to increase Winter Park's population by 1,676 persons based on current land uses. The City has and shall continue to achieve the consent of Orange County prior to annexing the five unincorporated Annexation Reserve Areas (ARAs) identified below:

Home Acres. ARA #1 is a growth annexation area comprised of 47± acres, is located in the northwest section of the City, located west of Orlando Avenue (US 17-92) between Monroe Avenue on the north and Lee Road on the south. Its name is derived from the name of the principal subdivision within the area which was platted in 1926. This is a logical ARA since it is surrounded on three sides by the City of Winter Park and on the north by the City of Maitland. Maitland's Comprehensive Plan does not anticipate any annexations within this area.

The dominant Orange County Future Land Use Map designation is Low Density to the west, Office to the north, Office and Low Medium Density to the east, with Commercial abutting Lee Road to the southeast and Office abutting Lee Road to the southwest. This neighborhood has many infrastructure deficiencies such as limited sanitary sewer, undersized water lines, lack of street drainage and rural street sections.

The City of Winter Park's interest in annexing this area would be only when it is coincident with that redevelopment. Until such time as a comprehensive redevelopment program is undertaken, the City's annexation efforts in this neighborhood shall be limited to individual out-parcels coincident with a redevelopment project.

Lake Killarney. ARA #2 is a growth annexation area comprised of 198 acres, is located north of Fairbanks Avenue and is bounded by Lake Killarney on the north. The area contains approximately 1,282. The City undertook an annexation referendum in May 2003. It was not approved by the residents. Under state law there is a two year waiting period for any further annexation attempts. The City intends to implement the sanitary sewer and streetscape improvement program for the Fairbanks Avenue Corridor before the City undertakes another annexation referendum for this neighborhood. Individual property owners have slowly been voluntarily annexing property into the City.

3. Annexation Reserve Area #3: Kentucky/Oglesby. ARA #3 is a growth annexation area comprised of 13± acres and accommodating approximately 42. The area south of Fairbanks Avenue is designated Commercial on the Orange County Future Land Use Map, and Low Density Residential south of the Commercial designation to Oglesby Avenue. The commercial area contains uses ranging in intensity from office to auto paint and body to light manufacturing. The area to the south west contains primarily single family dwellings.

4. Annexation Reserve Area #4: Lawndale. ARA #4 is a growth annexation area containing 50± acres and approximately 308. On the Orange County Future Land Use Map the properties south of Minnesota Avenue are predominately designated Low Medium Density Residential and the area contains primarily single family dwelling units with some duplex units. The

~~properties north of Minnesota Avenue are designated Commercial and include a mixture of uses from car repair, paint and auto body shops to light manufacturing land uses.~~

~~5. **Annexation Reserve Area #5: Stonehurst.** ARA # 5 is an enclave comprised of 14.6 acres and containing approximately 44 persons located in 22~~**OBJECTIVE FL 1-3.14: SCHOOL FACILITIES.** ~~The City of Winter Park shall coordinate public school facility needs with the Orange County Public School Board (OCPSB) , and to locate any future school sites near urban residential areas and, where feasible, to co-locate public facilities, such as parks, libraries and community centers with schools.~~

~~**Policy 1-3.14.1: Provision of School Sites.** The Orange County Public School Board has no plans for any additional school facilities within the City of Winter Park; however the City shall permit new schools in any future land use category and in any location deemed necessary by the OCPSB, and shall utilize the Inter-local Agreement for Public School Planning adopted October 13, 2003 to guide facility planning.~~

~~**Policy 1-3.14.2: Maintain an Inventory of Vacant Sites.** The City shall maintain a Vacant Land Map to assist in identifying undeveloped parcels of property citywide.~~

~~**Policy 1-3.14.3: Intergovernmental Coordination.** The City shall coordinate with the Orange County Public School Board to maintain data identifying public school facilities, capacity and utilization, and shall utilize the Inter-local Agreement for Public School Planning adopted October 13, 2003 for coordinating any future significant renovations or new schools.~~

~~**Policy 1-3.14.4: Maintain City Population Data to Assist Demographic and Student Population Analysis.** The City shall maintain City population data to assist the Orange County Public School Board in the projection of future population growth and community characteristics.~~

~~**Policy 1-3.14.5: Implement a Public School Facilities Element.** In cooperation with Orange County and the Orange County Public School Board, the City has prepared a Public School Facilities Element for as required by the State and as incorporated into this Comprehensive Plan. All development shall adhere and abide by those adopted goals, objectives and policies.~~

~~**Policy 1-3.14.6: School Co-location and Joint Use.** The City will direct that any new or relocated schools located near parks or libraries, shall facilitate the joint use and site planning of facilities such as parks, libraries, and community centers with schools to the extent possible.~~

~~**OBJECTIVE 1-3.15: PROHIBITION OF NEW BILLBOARDS AND ELIMINATION OF EXISTING BILLBOARDS.** Continue to prohibit new billboards and develop incentives and programs to eliminate existing billboards.~~

~~**Policy 1-3.15.1**~~~~**Policy 1-3.15.2**~~~~**OBJECTIVE 1-3.16: PREVENT PROLIFERATION OF URBAN SPRAWL.** The City of Winter Park is virtually built out. The City has no urban sprawl and its design standards shall continue to foster the best management principles and practices of urban design which are the antithesis of urban sprawl. Nevertheless, the City shall continue to enforce the following policies to avoid urban sprawl:~~

- ~~1. Avoid premature or poorly planned conversion of developed or undeveloped land to strip patterns emanating from developed areas.~~

- ~~2. Prevent development of areas or uses that are not functionally related to the predominant land uses on adjacent land.~~
- ~~3. Preclude development of areas or uses that fail to maximize the use of existing public facilities.~~
- ~~4. Avoid leapfrog/scattered development or ribbon /strip commercial development patterns.~~
- ~~5. Require that development be consistent with criteria in Rule 9J-5.006(5), F.A.C.~~

~~**Policy 1-3.16.2: Design of Public Facilities and Utilities.** Public facilities and utilities shall be located and designed to:~~

- ~~1. Maximize the efficiency of services provided.~~
- ~~2. Minimize adverse impacts on natural systems.~~
- ~~3. Minimize related costs.~~
- ~~4. Meet concurrency management system requirements.~~

~~**Policy 1-3.16.3: Developments Not Served by Public Water and/or Wastewater Systems.** All developments in areas not serviced by public water and/or wastewater systems shall be governed by applicable State laws and administrative regulations.~~

~~**Policy 1-3.16.4: Accommodating Requisite Infrastructure.** During the subdivision review, site plan review, and permitting processes, the City shall ensure that respective future developments allocate sufficient land area for infrastructure required to support proposed development.~~

~~**Policy 1-3.16.5: OBJECTIVE 1-3.17: PREVENT INCONSISTENT LAND USE.** The City shall continue to ensure that land uses, structures, and rezonings shall be consistent with the FLUM, and other applicable laws, ordinances, and administrative rules regulating land and water resource management.~~

~~**Policy 1-3.17.1: Managing Future Land Use.** The FLUM and related Policies together with the LDC shall be applied as a planning and management tool to prevent development of land uses which do not conform to the City's character as reflected in the City's adopted FLUM.~~

~~**OBJECTIVE 1-3.18: INTERGOVERNMENTAL COORDINATION.** The City shall continue to maintain and periodically update procedures to ensure efficient coordination of land and water management issues surrounding proposed development are carried out in a timely manner with all public entities having jurisdictional authority.~~

~~**Policy 1-3.18.1: Implementing Intergovernmental Coordination.** The City shall continue to require that development applications as appropriate be coordinated with relevant Orange County agencies, Orange County Public School Board, other special districts, the East Central Florida Regional Planning Council (ECFRPC), the St. Johns River Water Management District, as well as applicable State and Federal agencies prior to issuance of a development order or permit. The City shall coordinate with the ECFRPC in meeting regional policies contained in the Strategic Regional Policy Plan.~~

~~**OBJECTIVE 1-3.19: CONTINUING LAND USE PROGRAMS.** The City shall implement land use goals, objectives, and Policies by carrying out a continuing program of land use activities below cited.~~

~~**Policy 1-3.19.1: Land Use Information System.** Establish, maintain, and periodically update the land use information system, integration of the tax appraiser property files, Community~~

~~Development Department field data, building permit files, engineering base maps, and all other relevant land use data files.~~

~~**Policy 1-3.19.2: Land Use Trends.** Monitor and evaluate population and land use trends.~~

~~**Policy 1-3.19.3: Fiscal Management.** Implement fiscal management policies of the capital improvement program and budget.~~

~~**Policy 1-3.19.4: Administer Land Use Controls.** Administer adopted land use controls, such as the land development code, including site plan review and subdivision regulations, building code, housing code, traffic regulations, and regulations governing streets and sidewalks.~~

~~**Policy 1-3.19.5: Public Assistance.** Provide continuing land use information and assistance to the public.~~

~~**Policy 1-3.19.6: Intergovernmental Coordination.** The City shall coordinate land development issues with other public agencies at all levels of government pursuant to the Intergovernmental Coordination Element of this Plan.~~

~~**Policy 1-3.19.7: Manage Current Developmental Impacts.** Evaluate and manage impacts of proposed development pursuant to existing ordinances, including, but not limited to, public facilities, natural environment, and impact on stable residential neighborhoods.~~

~~**Policy 1-3.19.8: Community Appearance.** Site plan review procedures shall be applied to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and manmade resources within the City, including such scenic natural resources as lakes, lake frontages, wetlands, and native habitat as well as developing residential neighborhoods and centers of commercial or institutional activity.~~

~~**Policy 1-3.19.9: Special Land Use Studies.** To maintain land use Policies responsive to changing conditions, problems, and issues, the City shall undertake special studies as needed to develop specific local strategies for resolving unanticipated land use problems and issues.~~

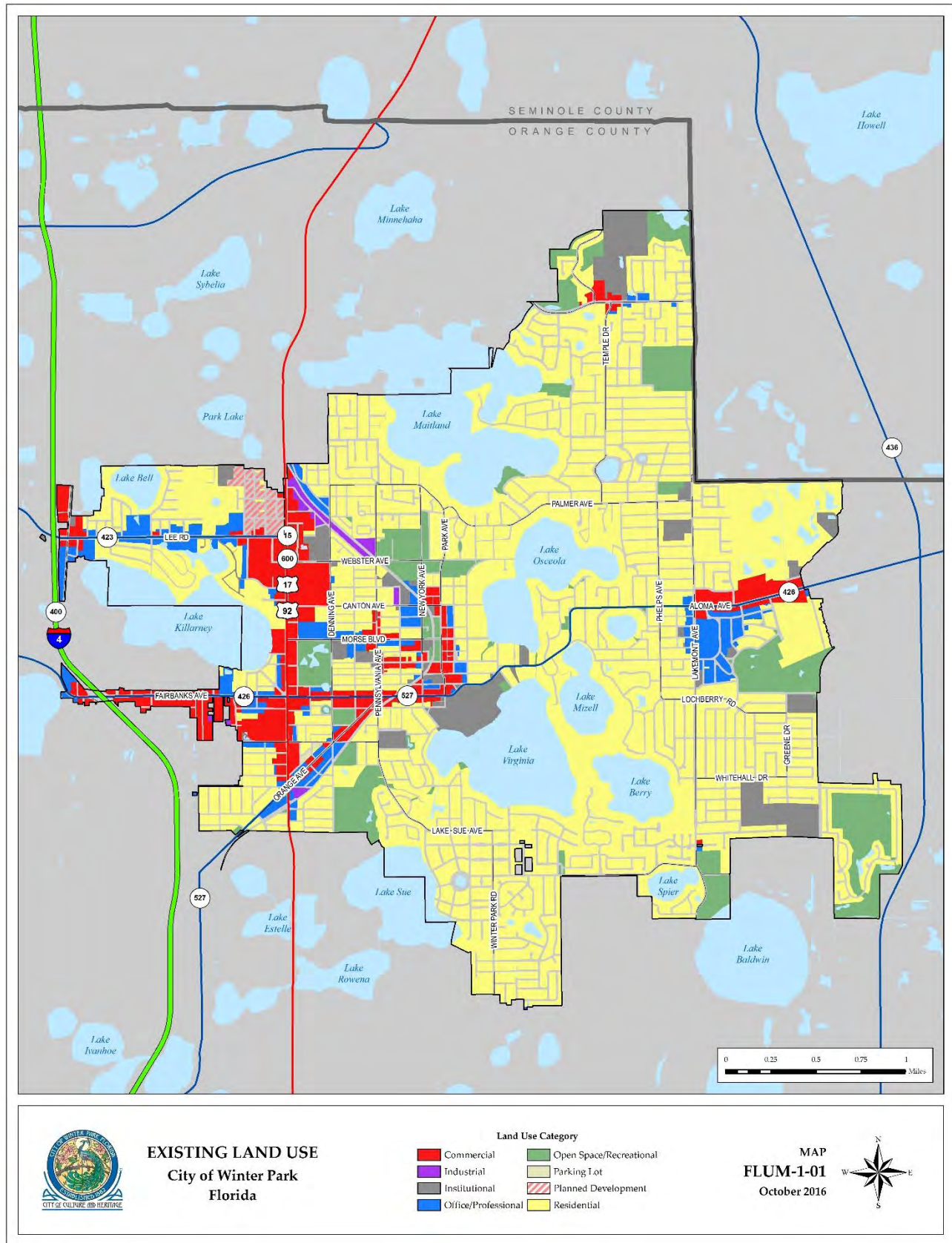
OBJECTIVE 1-3.20: CONTINUING EVALUATION OF LAND USE ELEMENT EFFECTIVENESS. The City shall use the following Policies as criteria in evaluating the effectiveness of the land use element.

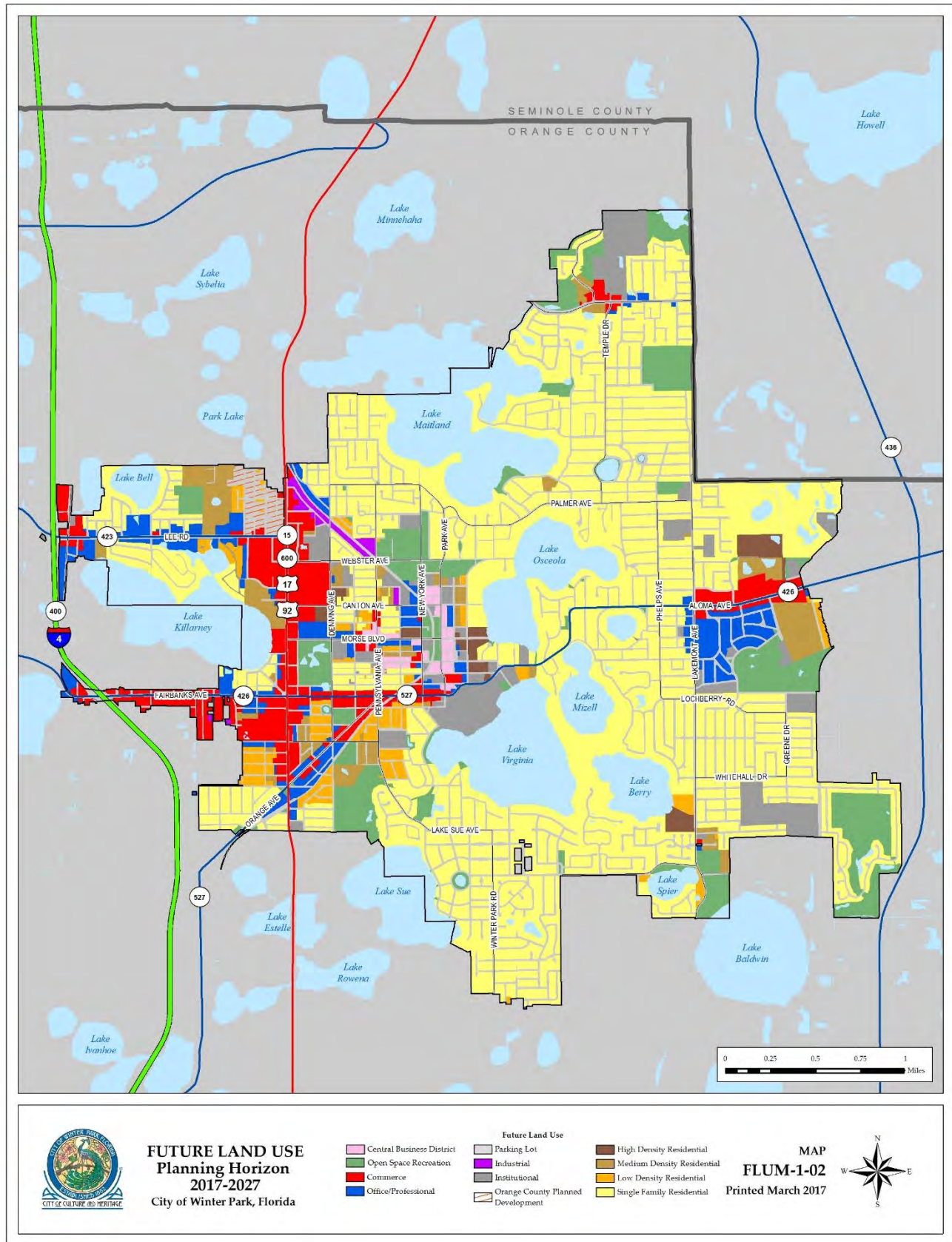
Policy 1-3.207.1.1: Review the Impact of Change Indicators on Land Use Policy. Trends in the magnitude, distribution, and characteristics of population and land use shall serve as indicators of possible changes in land use needs. The Policy implications of major trends in land use characteristics shall be evaluated on a continuing basis. Land use Codes shall be refined as needed in order to remain responsive to evolving problems and issues.

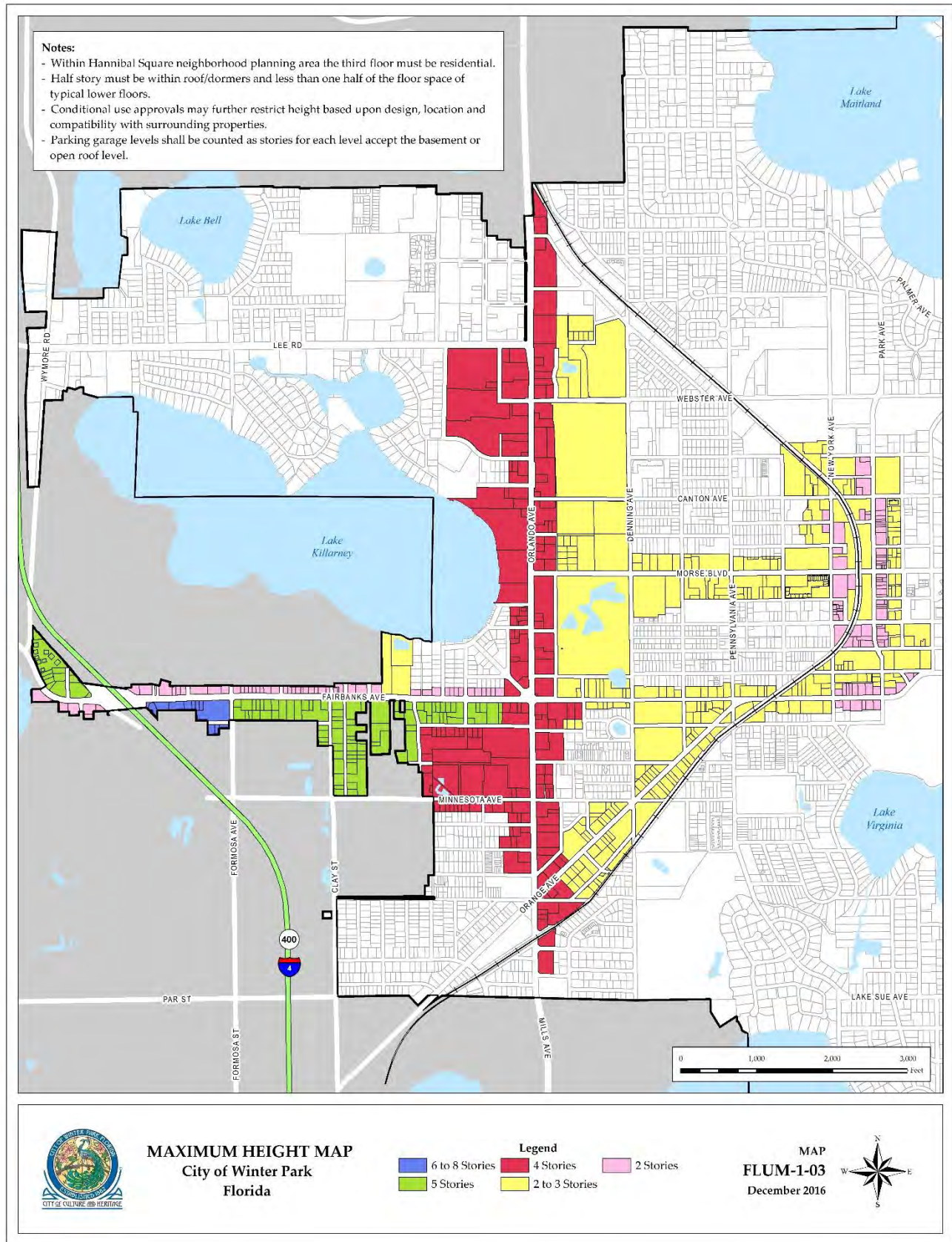
Policy 1-3.207.1.2: Schedule, Budget, and Implement Programmed Activities. The timely scheduling, programming, budgeting and implementation of programmed land use activities identified in this Element shall be evidence of the City's effectiveness in carrying out a systematic program for implementing adopted land use goals, objectives and Policies.

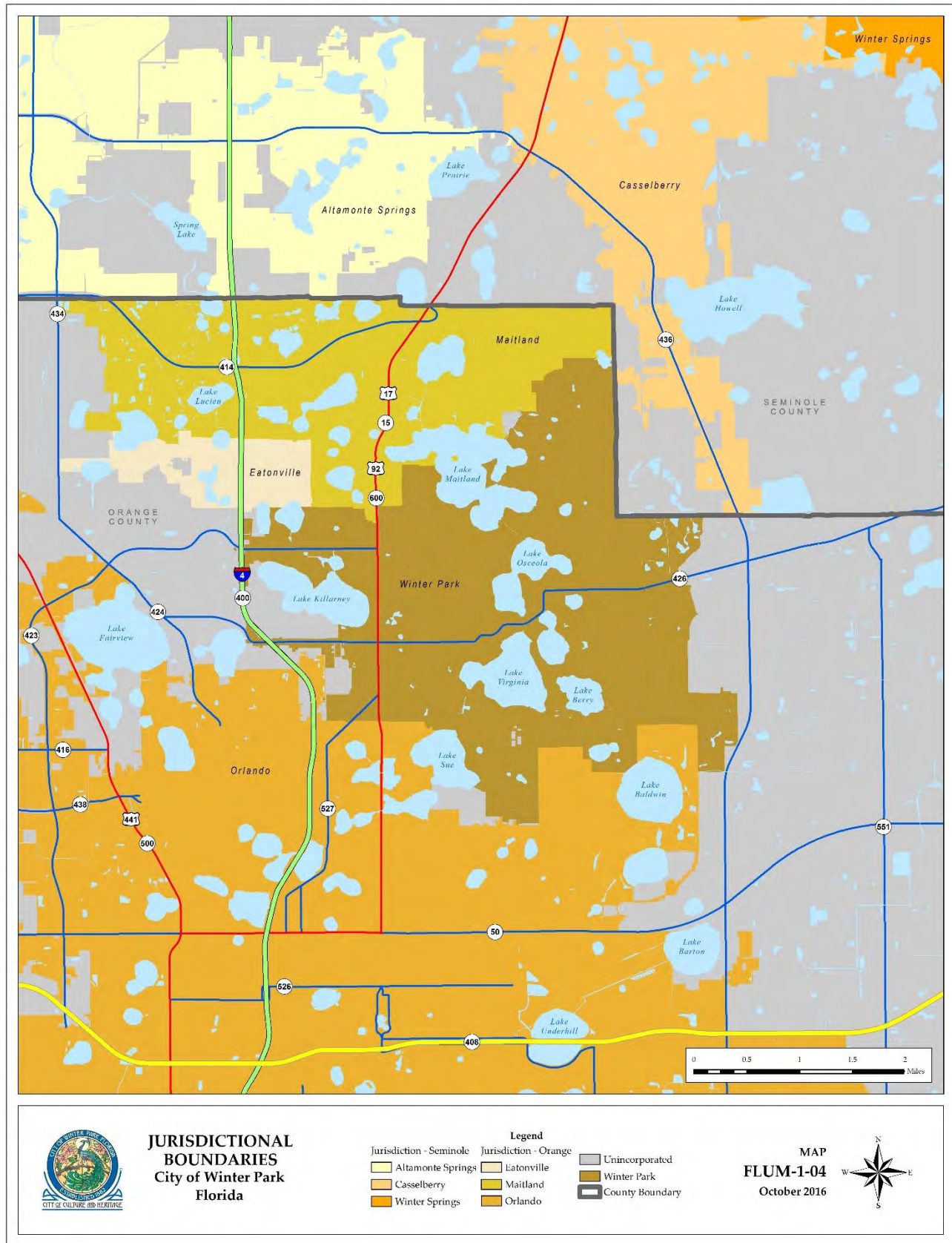
Policy 1-3.207.1.3: Coordinate with Public and Private Sectors. While continually implementing and evaluating the land use element, the City shall maintain a process of intergovernmental coordination. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving land use problems and issues.

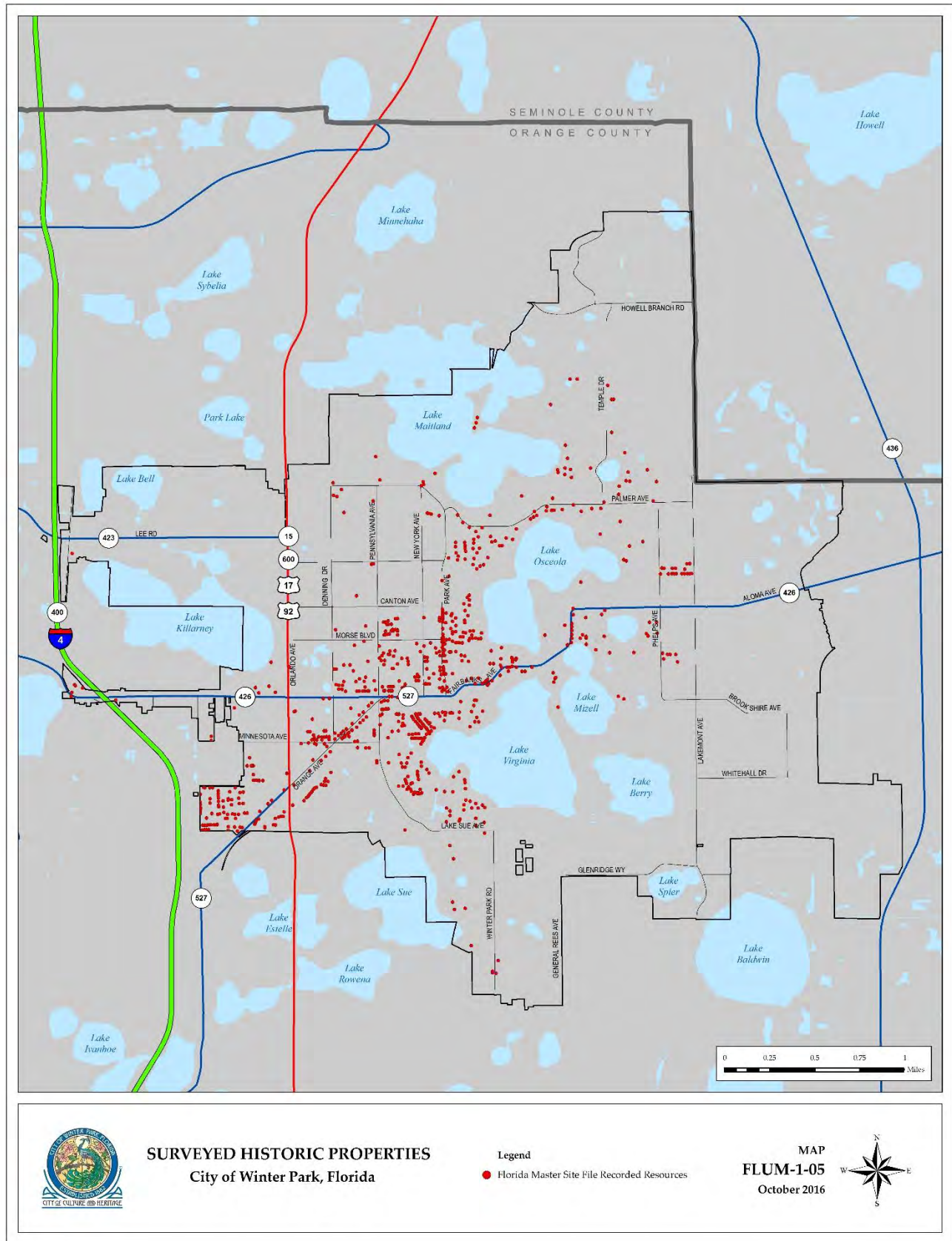
Policy 1-3.207.1.4: Achieve Effective Plan Implementation. The effectiveness of the land use element shall be measured by the City's success in achieving land use goals, objectives, and Policies. The land use element incorporates a systematic planning process for identifying land use problems and issues and implementing corrective actions.

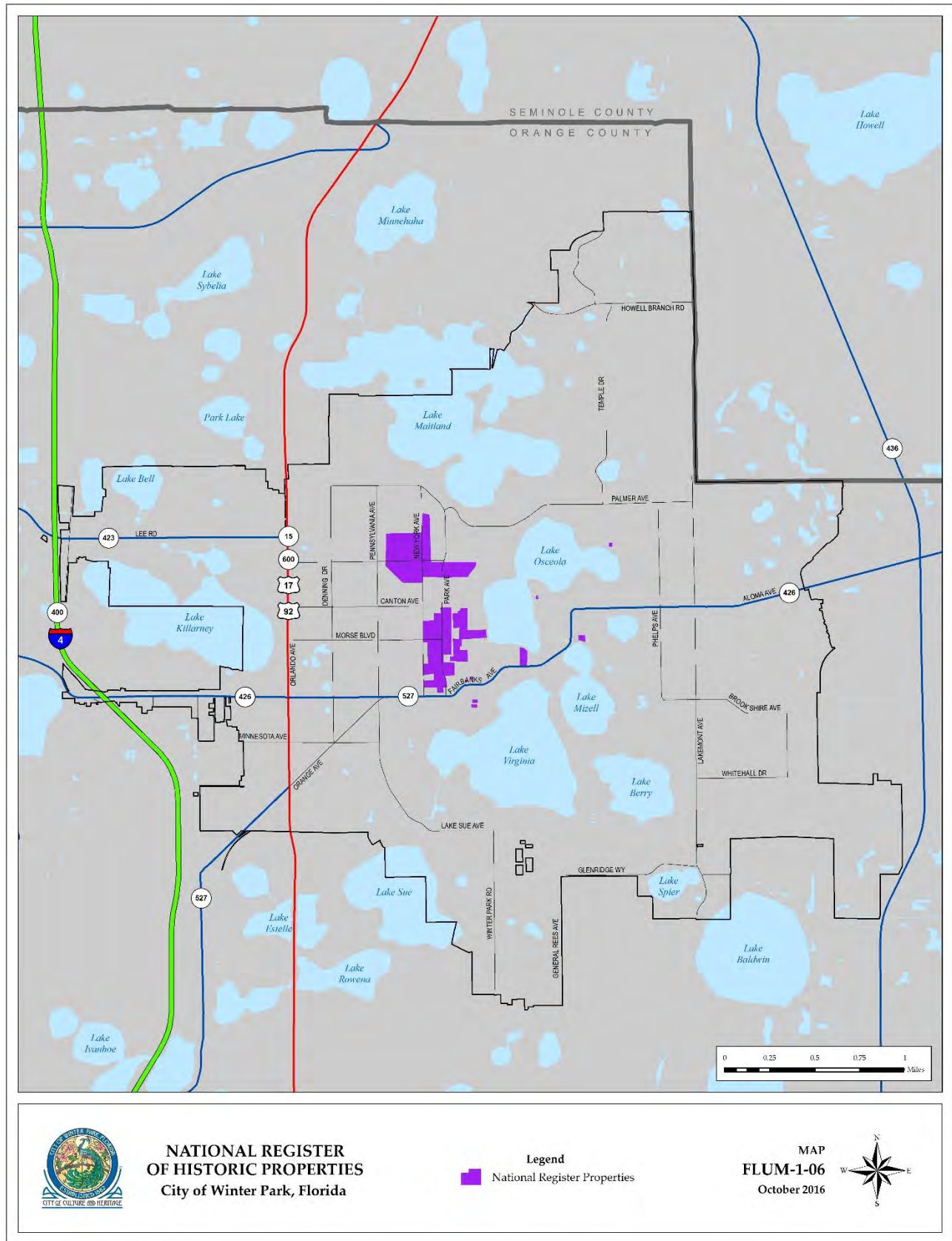


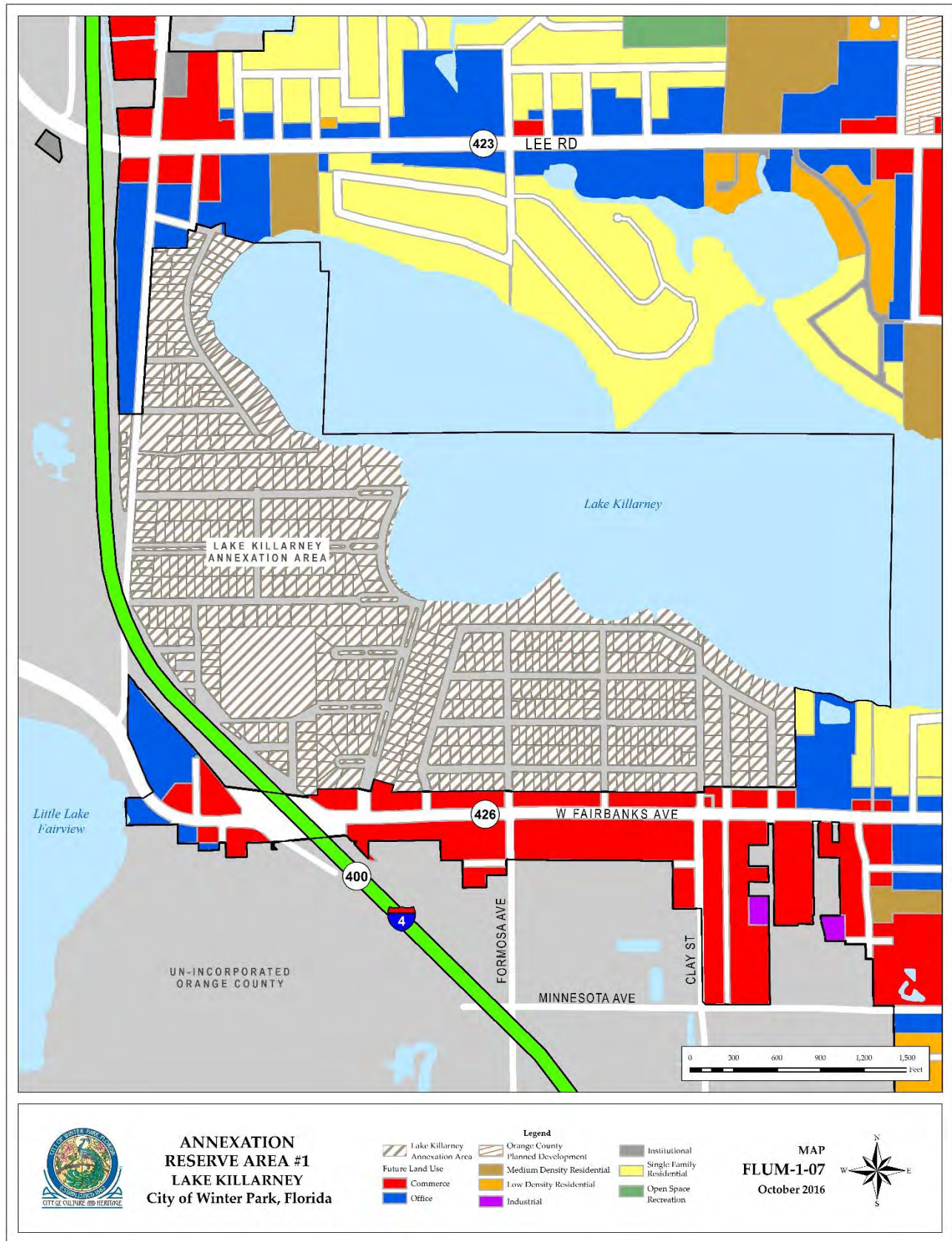




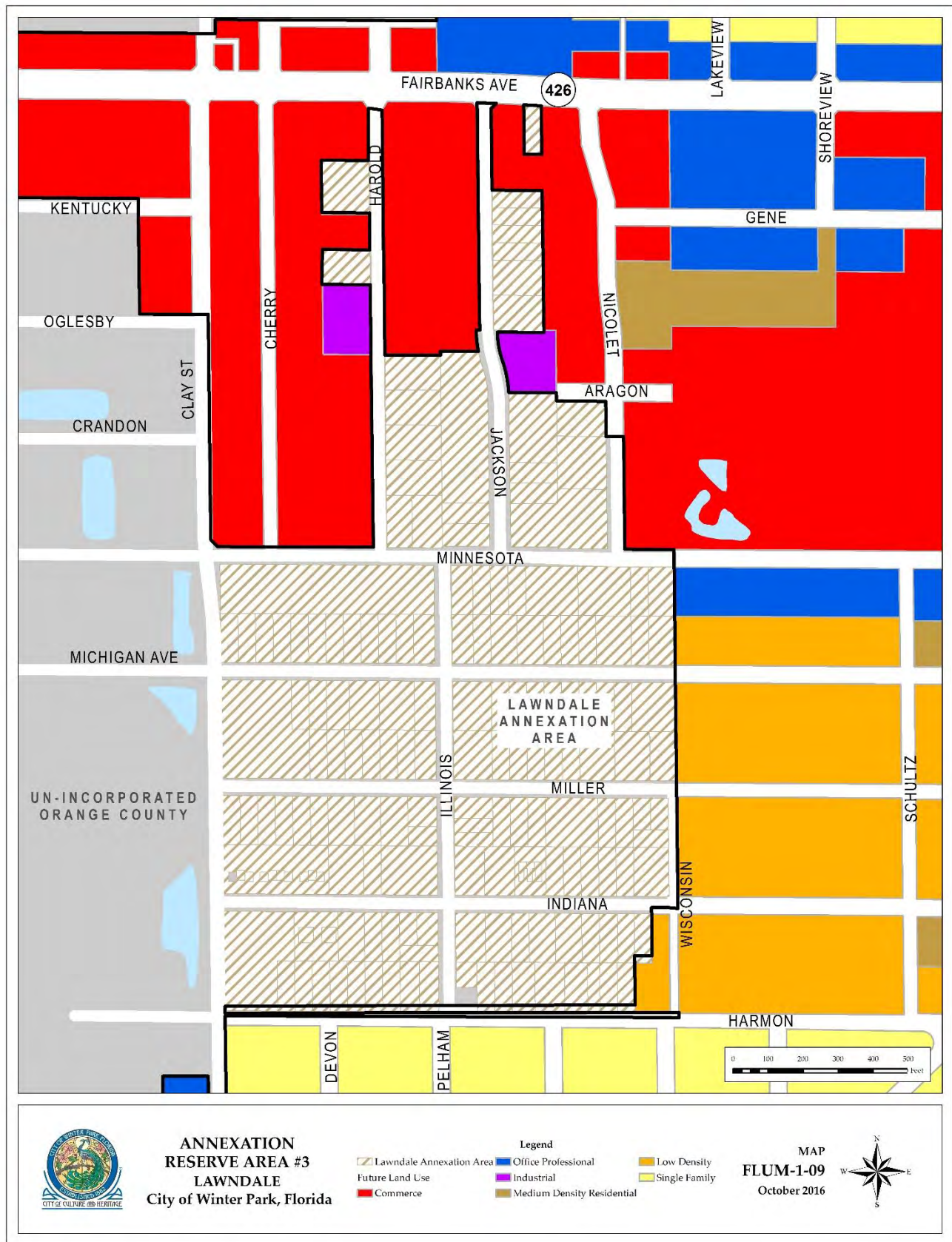


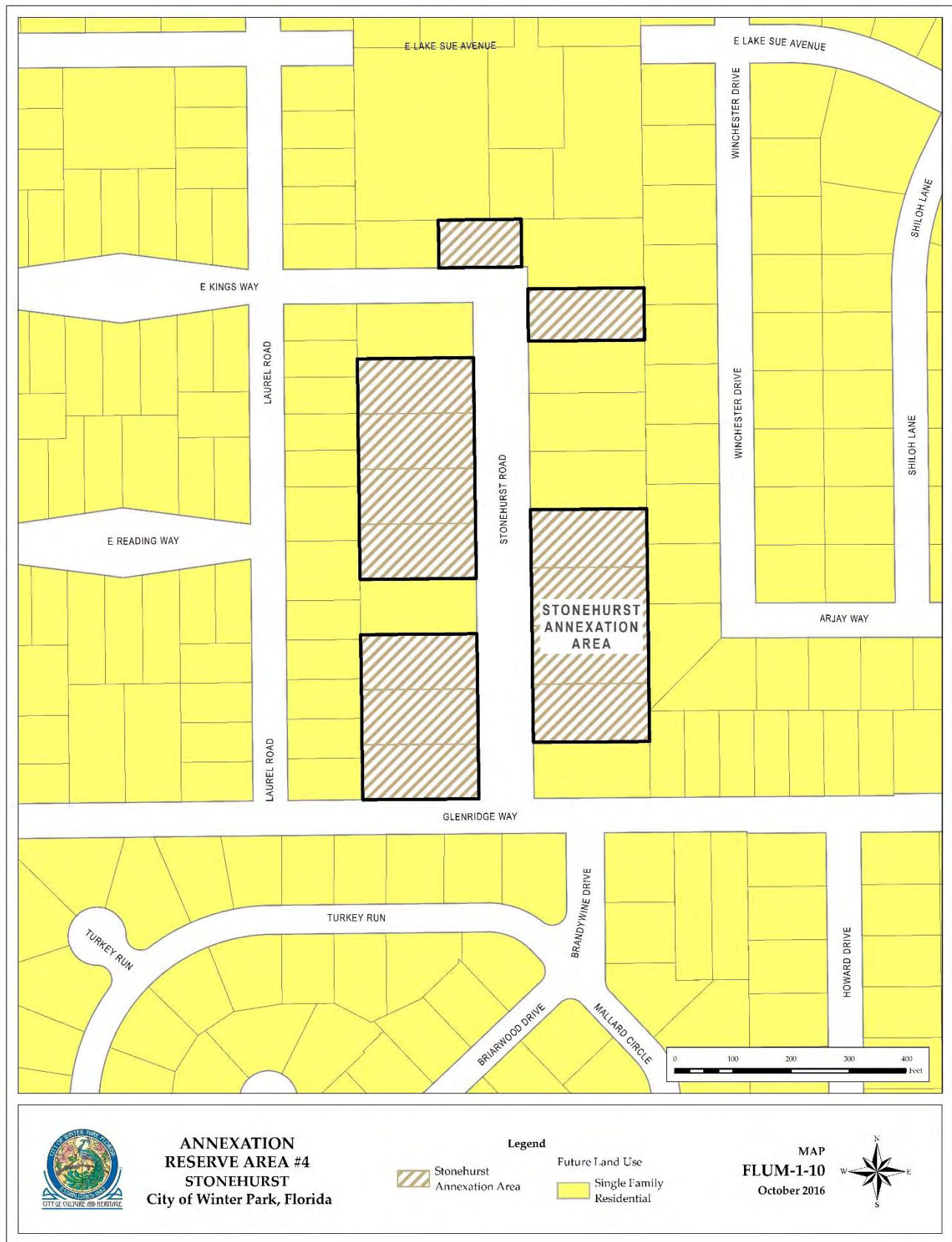










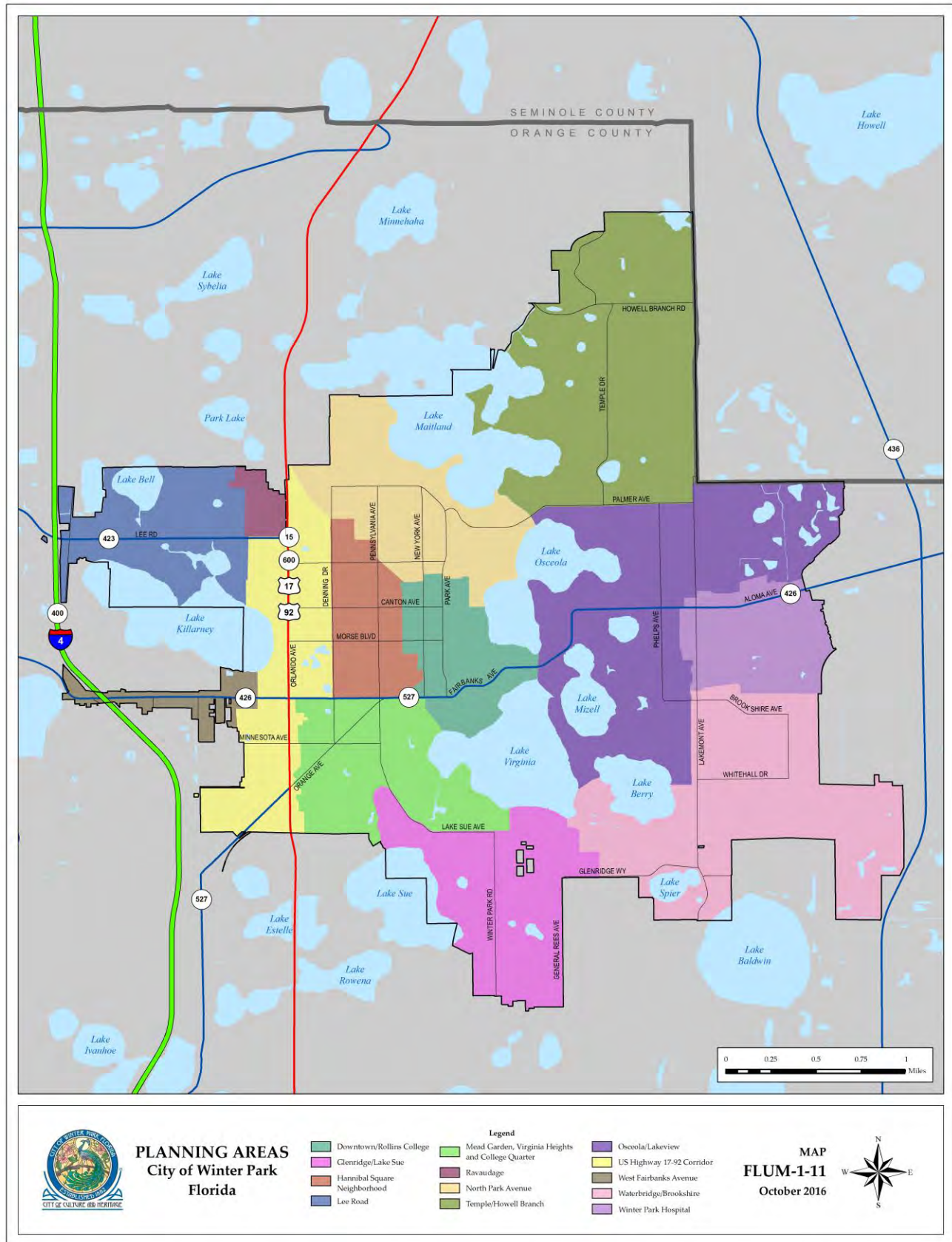


GOAL 1-8. PRESERVE THE CHARACTER OF THE WINTER PARK'S NEIGHBORHOODS, THE CBD, AND FOSTER PLANNED REDEVELOPMENT INITIATIVES.

OBJECTIVE 1-8.1: PRESERVE THE INTEGRITY AND CHARACTER OF PLANNING AREAS. Land use decisions and development approvals shall be guided by the policies delineated within the planning areas mapped and identified as Planning Areas A through M. The following Future Land Use policies are unique to specific planning areas within the City of Winter Park. Future Land Use Planning Area Maps that depicts the boundaries and future land use pattern within each of the respective Planning Areas are also presented. The City-wide Goals, Objectives and Policies of the Future Land Use Element apply to the Planning Areas. The supplementary objectives and policies for each planning area provide additional mandatory regulation on future zoning or land use issues.

The Planning Areas are as follows:

PLANNING AREA A	Temple/Howell Branch Planning Area
PLANNING AREA B	Osceola/Lakeview Planning Area
PLANNING AREA C	Winter Park Hospital Planning Area
PLANNING AREA D	Waterbridge/Brookshire Planning Area
PLANNING AREA E	Glenridge/Lake Sue Planning Area
PLANNING AREA F	Mead Garden, Virginia Heights & College Quarter
PLANNING AREA G	Downtown/Rollins College Planning Area
PLANNING AREA H	Hannibal Square Neighborhood Planning Area
PLANNING AREA I	North Park Avenue Planning Area
PLANNING AREA J	U. S. Highway 17-92 Corridor Planning Area
PLANNING AREA K	Lee Road Planning Area
PLANNING AREA L	West Fairbanks Avenue Planning Area
PLANNING AREA M	<u>Ravaudage Planning Area</u>



Planning Area A: Temple/Howell Branch

Policy 1-A-1: Preserve Single-Family Residential Land Use. The City shall preserve the single-family residential land use in the Temple/Howell Branch planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-A-2: Expansions of the YMCA. Any further expansion of the YMCA involving changes in future land use designations for an expanded site shall be deemed to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in this planning area section.

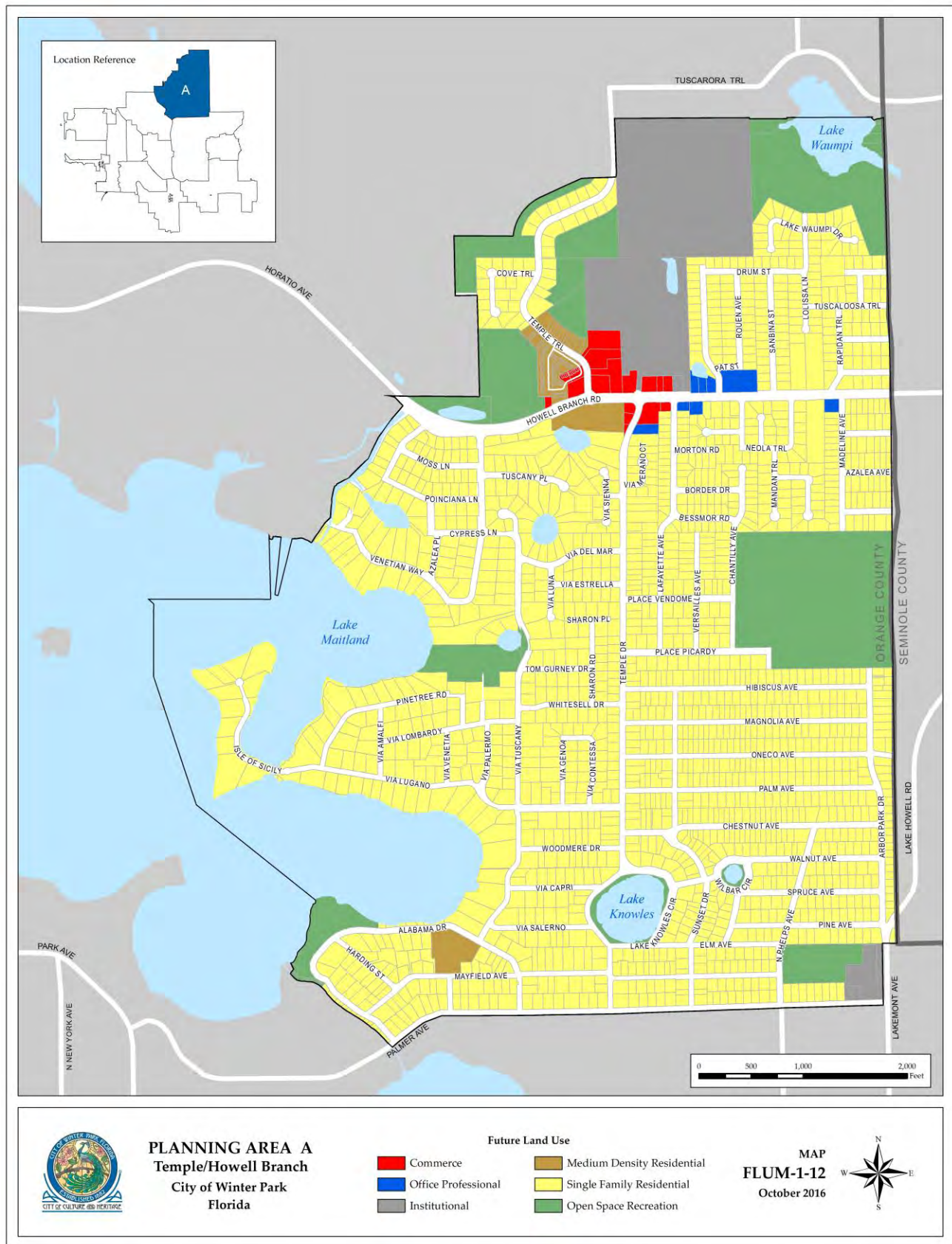
Policy 1-A-3: Preserve Public Park and Recreational Land Uses while Expanding Wetlands Acquisition. The City shall preserve the public park and recreational land uses in this planning area and shall ensure any off-site impacts from these uses are minimized. The City shall strive to expand ownership of the wetlands and conservation lands on the north area of this planning area near Howell Creek and south of Lake Waumpi.

Policy 1-A-4: Comprehensive Plan Amendments from Residential to Office/Professional to Preserve Existing Homes and Restrict Height to One-Story. Comprehensive Plan amendments from Residential to Office/Professional on the south side of Howell Branch Road from the New Life Evangelical Church (1720 Howell Branch Road) east to the Seminole County line shall only be considered in context of newly constructed one-story office buildings and not the conversion of existing homes.

Policy 1-A-5: Prohibited Uses Along the Gateway Corridor of Howell Branch Road. The City shall prohibit new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, vapor lounges and smoke shops, service/gas stations, fast food businesses and additional convenience stores in the commercial areas located on Howell Branch Road, as this portion of Howell Branch Road is a gateway into the City of Winter Park.

Policy 1-A-6: Continue to Acquire, Preserve and Expand Recreational Trails and Greenway, Especially along Water Frontage. The City shall strive to preserve and expand the number and extent of recreational trails and greenways in this portion of the City to provide public access and enjoyment especially of the stream and waterfront environments along the City's Howell Creek properties.

Policy 1-A-7: Alabama Hotel. Any renovations or expansions to the Alabama Condominium or Temple House shall maintain the historic architectural character of those buildings.



Planning Area B: Osceola/Lakeview

Policy 1-B-1: Preserve Single-Family Homes. The City shall preserve single-family residential land use in the Osceola/Lakeview planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in this Comprehensive Plan. If the Genius Preserve property is proposed for additional development the city shall observe policies B-2 through B-10 as follows:

Policy 1-B-2: Retaining Natural Features and Open Space. Preserve the natural characteristics of the Genius Preserve property by requiring at least fifteen (15%) of the total land area be devoted to public or private park and open space exclusive of land included within lots or roads and the preservation of the natural features of the site. The City shall strive to acquire locations that have a connection to Winter Park history.

Policy 1-B-3: Requiring Public Roads. Require all new roads to be dedicated to the public including the existing sections of the private portion of Genius Drive south of Henkel Circle within Windsong, which is required to be dedicated as a public street if additional development utilizes that roadway.

Policy 1-B-4: Preserving Windsong Lakefront Large Lots. Lot sizes shall conform to the minimum standards of the lakefront lots within Windsong which average 1.5 acres in size with minimum 150 foot frontages on the lake and streets.

Policy 1-B-5: Park Dedication. Any required dedications of park land or open space coincident with the Genius property development shall target sensitive natural areas.

Policy 1-B-6: Achieving Public Access to Lakes. Any required dedication of park land or open space coincident with the Genius property development shall provide for physical and visual public access to one or more of the lakes. Public access shall not be construed to include boat docks/ boat ramps.

Policy 1-B-7: Maintain Existing Public Access and Public Uses. The City shall not relinquish its public access rights and public usage of the Northshore Park (north shore of Lake Berry) within Windsong.

Policy 1-B-8: Location of Storm Water Retention Facilities to Avoid Significant Environmentally Sensitive Areas. The creation of required storm water retention facilities shall not be located in areas of significant environmental importance.

Policy 1-B-9: Genius Road Network. The road network created as part of the Genius property platting and development shall utilize some of the roadway stubs leading to the property, unless traffic safety problems are created or new traffic cut through routes would be created.

Policy 1-B-10: Genius Roadway Design to Prevent Cut Through Traffic. Roadway links between the southern and northern sections of the Genius property shall be precluded so as to avoid a cut through traffic route from Glenridge Way to Mizell Avenue or Phelps Avenue.

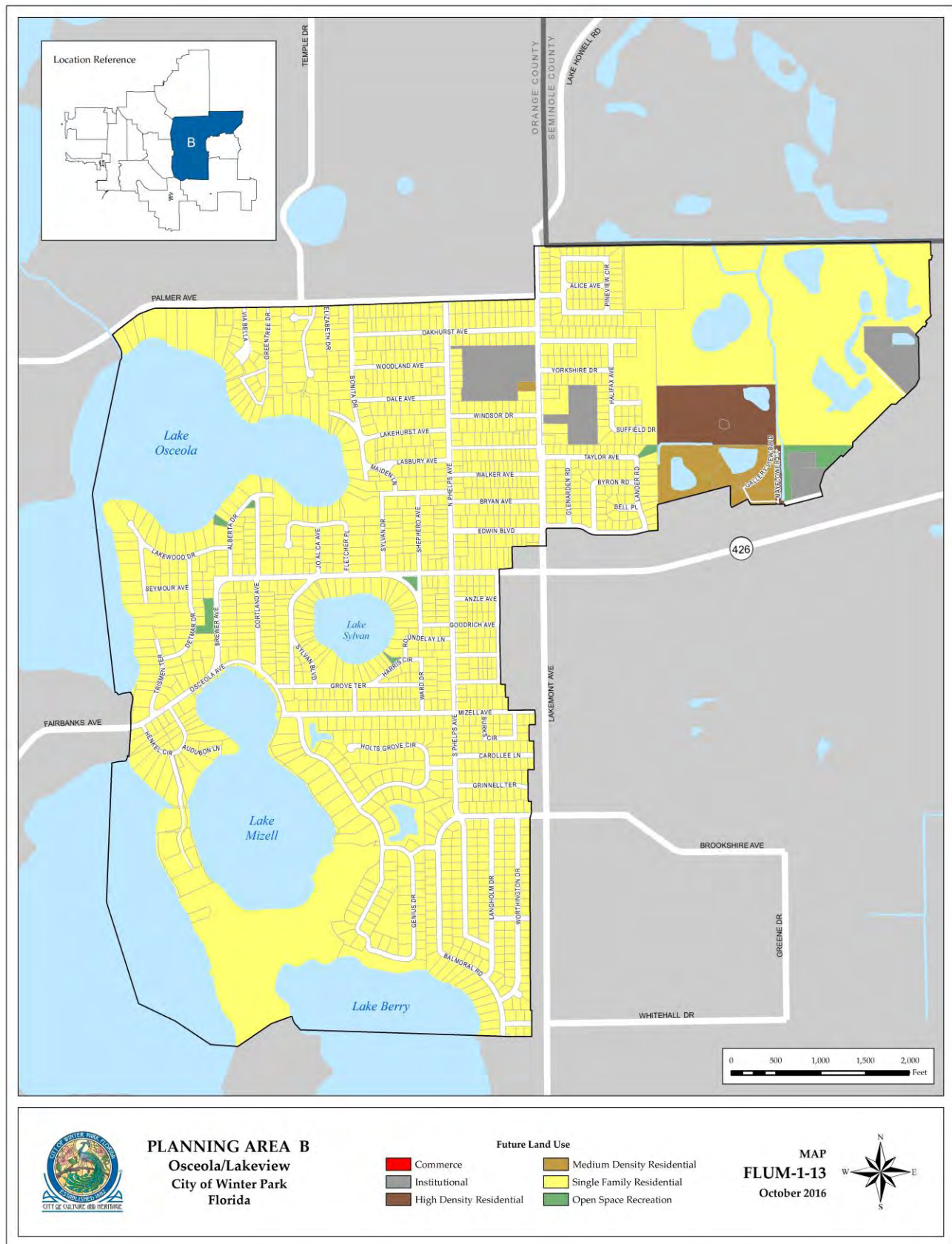
Policy 1-B-11: Aloma and Lakemont Intersection Comprehensive Plan Amendments and Development to Preserve Adjacent Residential Uses. In order to promote redevelopment and improve the image at the Aloma and Lakemont gateway intersection, the City shall allow:

- Comprehensive plan amendments from Single-Family Residential to Office/Professional of the properties on the south side of Aloma Avenue at 1810 and 1820 Aloma Avenue, but only together as one new one-story office building with masonry wall screening adjacent to residential neighbors, and not as the conversion of the existing homes to offices.

Policy 1-B-12: Lakemont Elementary School Improvements to Avoid Adverse Impacts on Surrounding Residential Areas. Improvements, rebuilding or expansions to the buildings and grounds of Lakemont Elementary School shall conform to Winter Park zoning regulations and standards and shall not negatively impact the surrounding residential areas.

Policy 1-B-13: Preserve Mid-Block Demarcation Separating Lakemont and Harris Avenues and Prohibit Encroachment of Offices into Residential Area. The City shall preserve the mid-block demarcation between Lakemont and Harris Avenues to prohibit office encroachment into the residential area and shall deem land use changes from single family residential to low or medium density residential or a non-residential to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in this planning area section.

Policy 1-B-14: Maintain Residential Zoning in Certain Areas along Edwin Boulevard and Lakemont Avenue. Comprehensive plan amendments from residential to office/professional or commercial shall be deemed to be in conflict with the Comprehensive Plan north of the mid-block line between Edwin Boulevard and Aloma Avenue and north along Lakemont Avenue or on properties fronting on Edwin Boulevard.



Planning Area C: Winter Park Hospital

Policy 1-C-1: Preserve Single-Family Residential Land Use. The City shall preserve the single-family residential land use in the Winter Park Hospital planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-C-2: Encourage High Technology and Medical Arts Professions. The City shall encourage high technology and medical arts professions. This includes increasing the density on the hospital campus and adjoining properties involving a new future land use designation including the creation of a medical/high technology zoning district.

Policy 1-C-3: Medical Arts District. The geographic area of properties encompassing the Winter Park Hospital, the Winter Park Health Foundation and associated medical offices shall be deemed an overlay district within the existing office future land use category. In order to encourage further development of these medical arts campuses, such properties are then to be governed as to density by the permitted floor area ratio which shall be a maximum of 100% and shall include the floor area of above grade, attached and unattached garages. This overlay designation shall also differ from others in the Comprehensive Plan and Land Development Code in that floor area ratio may be spread across a hospital/medical center or wellness campus in common ownership (and thus across public streets) provided that the average floor area ratio across the hospital/medical center or wellness campus shall not exceed the maximum of 100%, not including the land area of any public streets.

Policy 1-C-4: Continue Shared Use of Showalter Field/Cady Way Park Area. The City shall continue its partnership with the Orange County Public School Board and Rollins College for the shared use of Showalter Field/Cady Way Park area.

Policy 1-C-5: Intergovernmental Coordination to Enhance Cady Way Bike Trail and Related Facilities. The City shall continue working with Orange County, the City of Orlando and Seminole County to enhance the Cady Way Bike Trail and its facilities.

Policy 1-C-6: Preserve Residential Demarcation Line West of Lakemont Avenue and Prohibit Office Encroachment Westward into Residential Areas. The City shall preserve the residential demarcation line west of Lakemont Avenue and prohibit further office encroachment into the westward residential areas and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in this Comprehensive Plan.

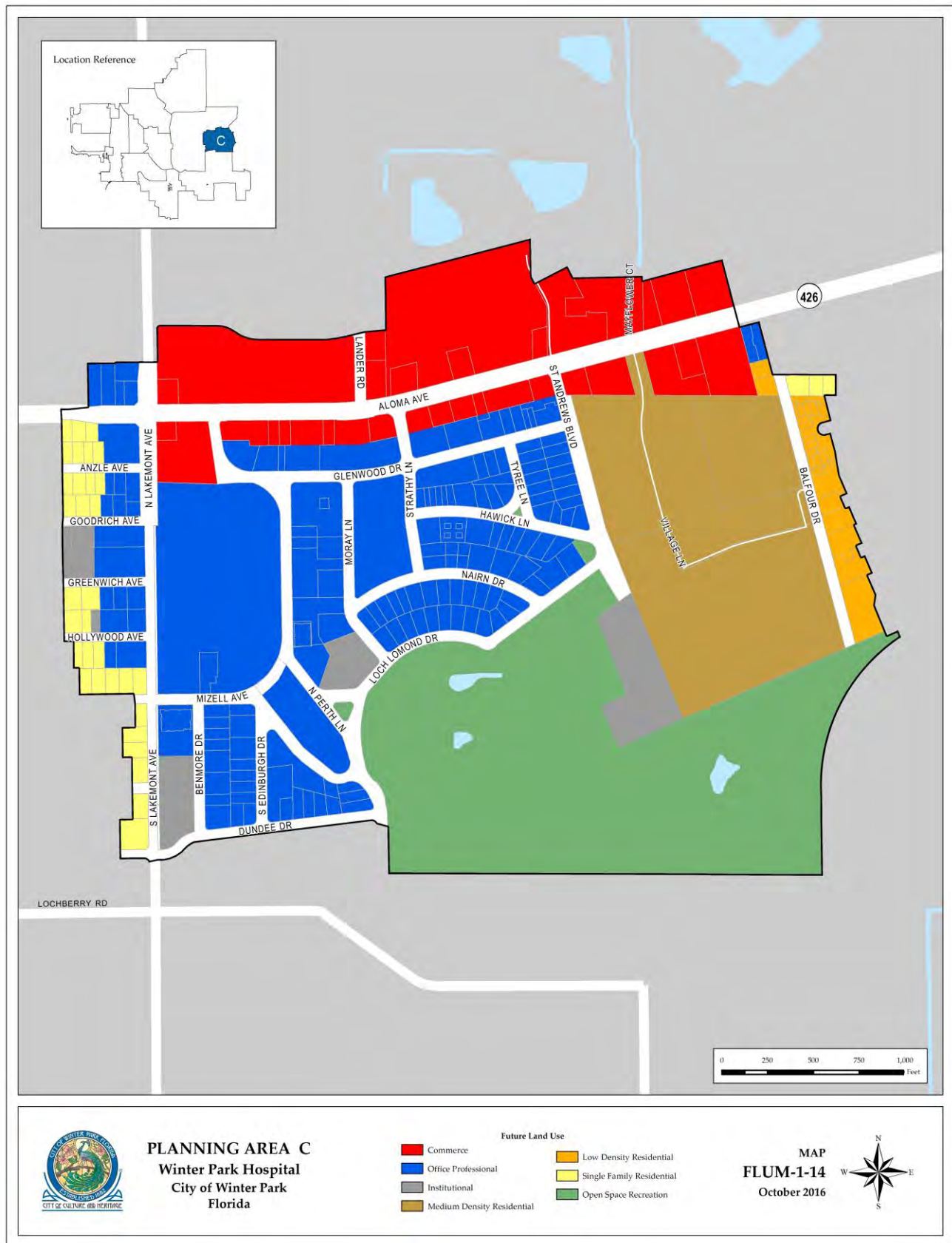
Policy 1-C-7: Hospital Expansion to Provide Adequate Parking and Mitigate Off-Site Traffic Impacts. Further expansion of the hospital shall provide adequate parking for their employees and visitors in conformance with the City's Land Use Development Code and shall ensure that off-site traffic impacts are mitigated.

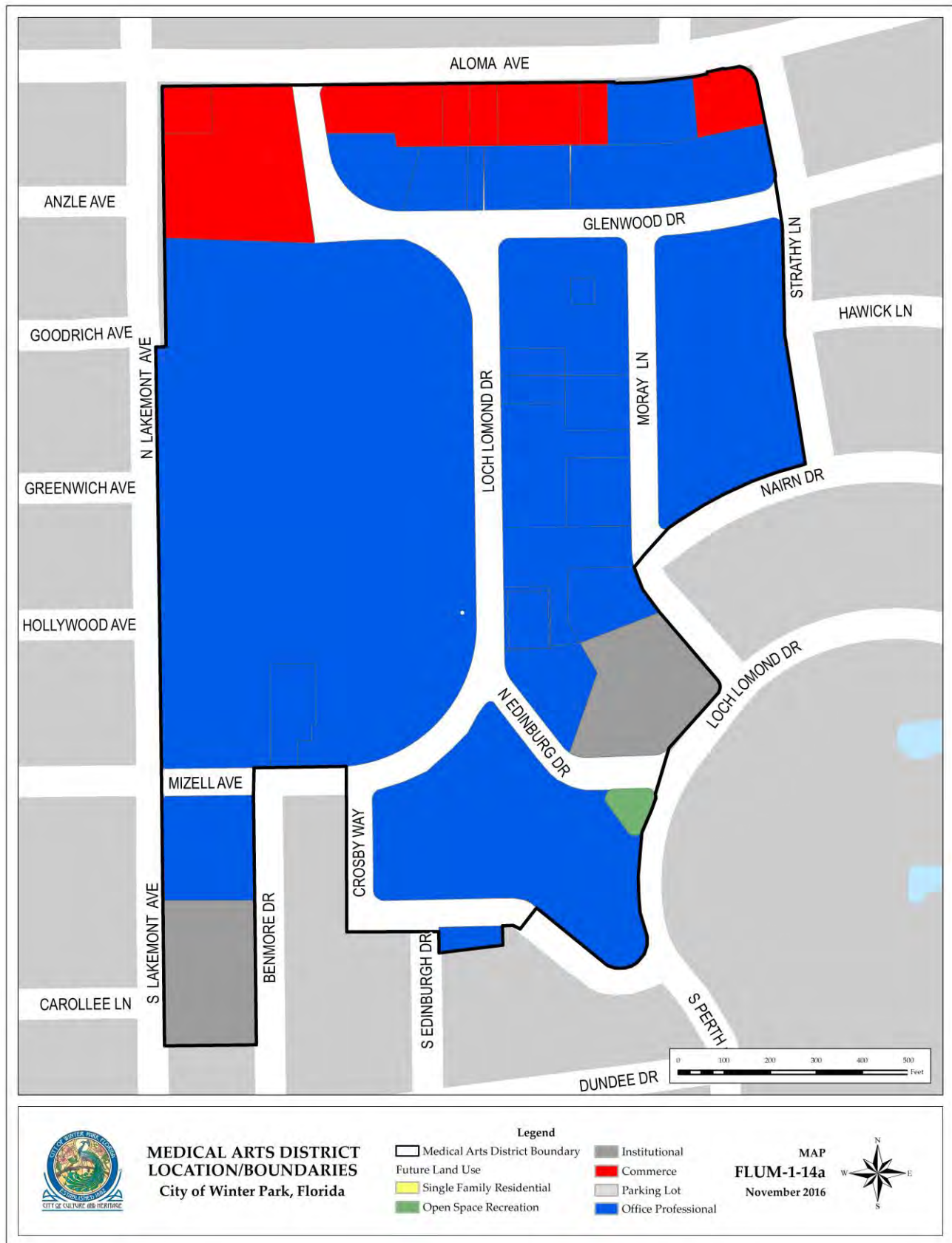
Policy 1-C-8: Prohibited Land Uses within Aloma Avenue Gateway to Winter Park. The City shall prohibit automobile sales and service or repair businesses, The City shall prohibit new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, vapor lounges and smoke shops, in

the commercial areas of the Winter Park Hospital Planning Area, as this portion of Aloma Avenue is a gateway into the City of Winter Park.

Policy 1-C-9: Land Use Consistency East of Hospital. Notwithstanding the future land use text elsewhere in this element, for the office future land use category and for future land use and zoning compatibility; that within the land area to the east of the Winter Park Hospital bounded by Glenwood Drive, St. Andrews Boulevard, Loch Lomond Drive and Strathy Lane, the office future land use category shall also be deemed consistent with single family residential (R-1A) development and low density residential (R-2) development.

Policy 1-C-10: Land Use Consistency on Loch Lomond Drive, East of Hospital. Notwithstanding the future land use text elsewhere in this element, for the office future land use category and for future land use and zoning compatibility; that within the land area to the east of the Winter Park Hospital that fronts on Loch Lomond Drive across from Cady Way Park, the office future land use category shall only be deemed consistent with single family residential (R-1A) development and while subdivision variances may be approved to allow smaller lots for future redevelopment, that redevelopment shall only be of single family homes.





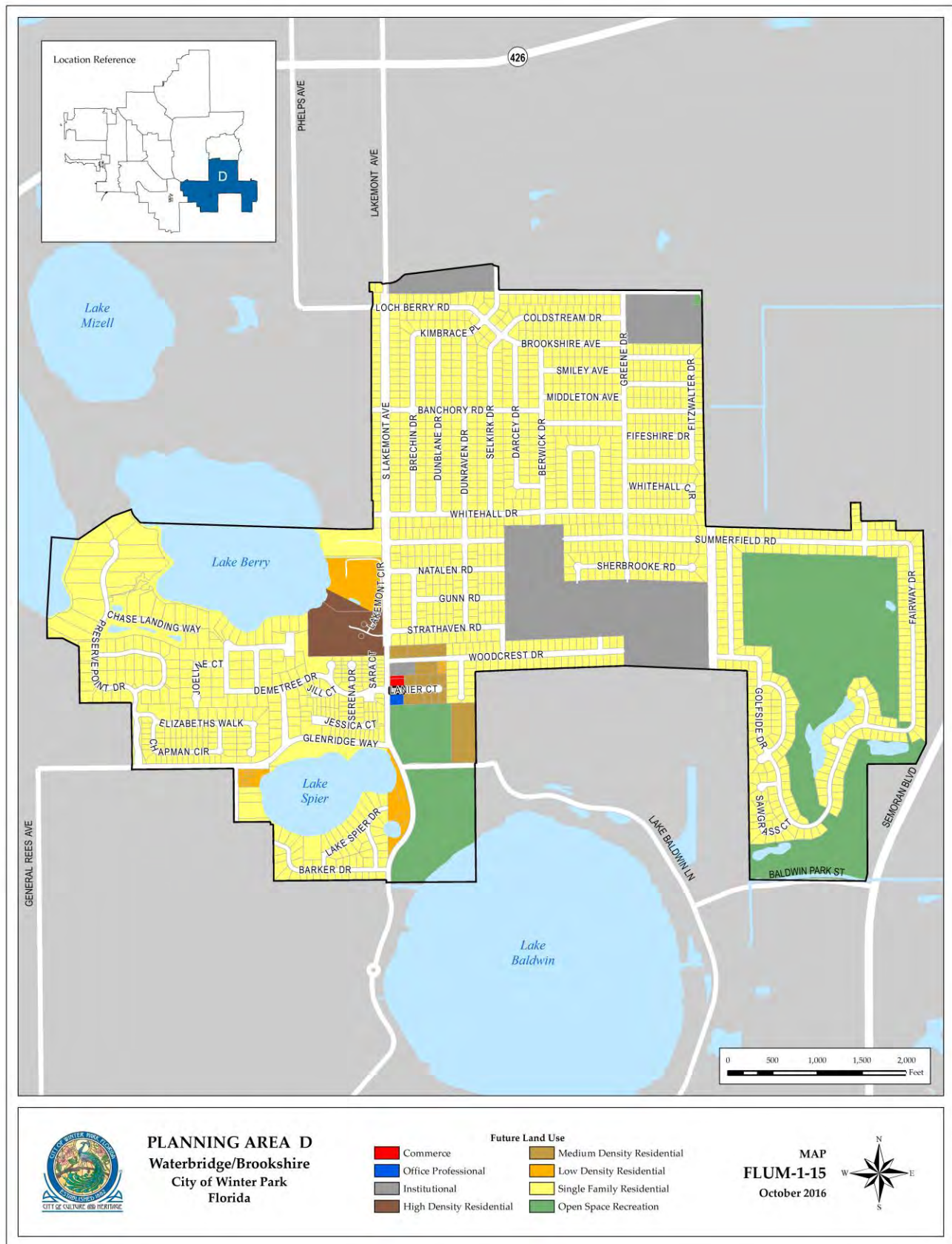
Planning Area D: Waterbridge/Brookshire

Policy 1-D-1: Preserve Existing Single-Family Residential Land Use in Waterbridge/Brookshire Planning Area. The City shall preserve single-family residential land use in the developed areas of the Waterbridge/Brookshire planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-D-2: Winter Park High School and Brookshire Elementary School Improvements to Avoid Adverse Impacts on Surrounding Residential Areas. Improvements or expansions to the buildings and grounds of Winter Park High School or Brookshire Elementary School shall conform to Winter Park zoning regulations and standards and shall not negatively impact the surrounding residential areas.

Policy 1-D-3: Preserve Recreational Land Use of Winter Pines Golf Course. The City shall preserve the recreational land use and open space and recreation future land use designation of the Winter Pines Golf Course.

Policy 1-D-4: Winter Pines Golf Club Expansion to Avoid Adverse Impacts on Surrounding Residential Areas. Expansion of the Winter Pines Golf Club services and property may be permitted as long as such expansions and improvements do not negatively impact the surrounding residential areas. Platted and developed in 1971-1977 via the Golfside plats and Greenview at Winter Pines plat, the development of this former marsh and wetland area has been deemed to have been granted the maximum density allowable via the golf course and surrounding residential homes, given the previous status as an environmentally sensitive site. Thus the full development potential of the area has been achieved and any subsequent sale of the golf course since the original platting does not bestow the allowance for any added development rights onto that gold course property other than that permitted by the open space and recreation future land use and parks and recreation zoning designation.



Planning Area E: Glenridge/Lake Sue

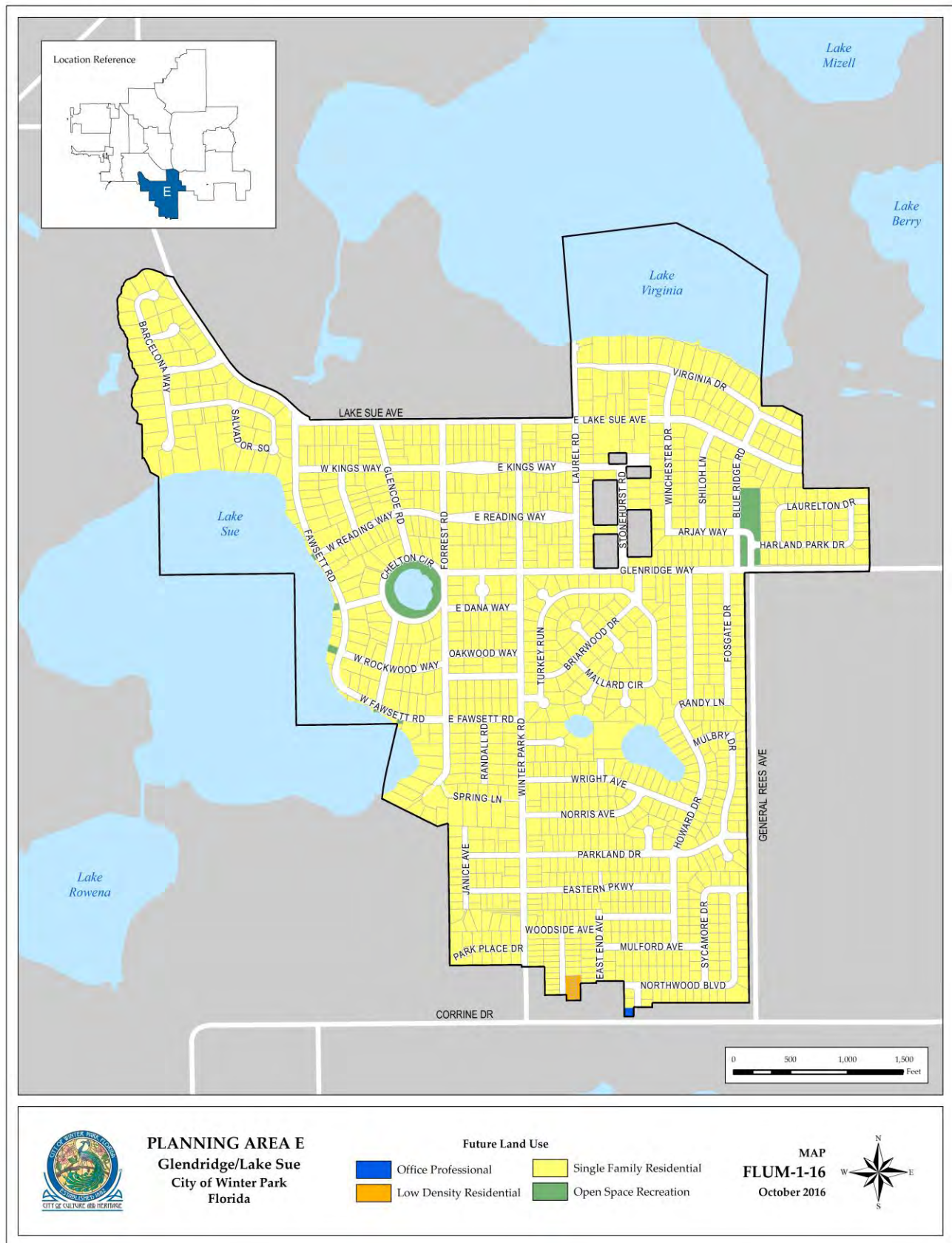
Policy 1-E-1: Preserve Existing Single-Family Residential Land Use in Glenridge/Lake Sue Planning Area. The City shall preserve single-family residential land use in the Glenridge/Lake Sue planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-E-2: Protect Wetlands. The City shall continue to implement and enforce regulations protecting the wetlands areas in this study area from development.

Policy 1-E-3: Promote Annexation of Stonehurst Drive Enclave. The City shall strive to annex the Stonehurst Drive enclave to form a continuous area of government service and control.

Policy 1-E-4: Intergovernmental Coordination to Achieve Landscape Buffers to Protect Residential Property, Improve Corridor Aesthetics, and Address Overflow Parking Conditions at Blue Jacket Park. The City will work with the City of Orlando and the neighborhoods adjacent to General Rees Boulevard to create an attractive wall and landscape buffer to ensure privacy and safeguard residential property values while improving the aesthetics of the corridor and providing opportunities for on street parking as over flow to the recreation events at Blue Jacket Park.

Policy 1-E-5: Maintain Roadblock on Virginia Drive. The roadblock on Virginia Drive shall be maintained as it prohibits cut-through traffic in the Timberlane Shores neighborhood.



Planning Area F: Mead Garden, Virginia Heights and College Quarter

Policy 1-F-1: Preserve and Protect Residential Land Use along Denning Drive and Prevent Encroachment by Office and Commercial Uses. The City shall preserve and protect the residential land use along Denning Drive in this Planning Area from office and commercial encroachment. In furtherance of this policy, the City shall not rezone the existing residential properties on Denning Drive to office or any other non-residential zoning and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-F-2: Preserve Recreational Use of Lake Midget Park and Harper Shepherd Field. The City shall preserve the recreational land use of Lake Midget Park and Harper Shepherd Field.

Policy 1-F-3: Prohibit Certain Business Types in Mead Garden Planning Area in Order to Preserve the Character of the Orange Avenue and Fairbanks Avenue Gateways to Winter Park. The City shall prohibit certain business types within this Mead Garden Planning Area along Orange Avenue and Fairbanks Avenue including new or used car sales, new auto repair businesses, vapor stores and smoke shops, resale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores, as this portion of Orange Avenue and Fairbanks Avenue are gateways is a gateway into the downtown and central business district of the City of Winter Park.

Policy 1-F-4: Support Restoration of Mead Botanical Garden. The City shall encourage the restoration of Mead Botanical Garden.

Policy 1-F-5: Growth and Expansion of the Lutheran Church Consistent with Master Plan. Growth and expansion of the St. John Lutheran Church (located in Planning Area J) shall only be approved via conditional use consistent with protections and landscape buffers for this institutional use and provided that any negative impacts from parking or traffic are avoided and that adequate buffering and screening of such activities and improvements are achieved.

Policy 1-F-6: Preserve ~~Division of Low-Density Residential and Single-Family Residential between Maryland Holt and Antonette Fairbanks Avenues~~ Homes within the College Quarter Historic District. The City shall ~~preserve~~ encourage single-family homes in the College Quarter Historic District, residential between Maryland Holt and Antonette Fairbanks Avenues, thereby encouraging any future land use amendments or new development within College Quarter to be detached single family units.

Policy 1-F-7: Implement Wetlands Protection. The City shall continue to implement and enforce regulations protecting the wetlands from development.

Policy 1-F-8: Winter Park Ninth Grade Center Improvements to Avoid Adverse Impacts on Surrounding Residential Areas. Improvements or expansions to the buildings and grounds of the Winter Park Ninth Grade Center shall conform to Winter Park Comprehensive Plan and land development regulations and standards and shall not negatively impact the surrounding residential areas. The historic high school buildings shall be preserved and incorporated into any campus improvement or expansion.

Policy 1-F-9: Encourage Preservation of Historic High School Buildings For Appropriate Adaptive Reuse with Public-Quasi Public Land Use(s). When and if the Orange County Public School Board decides to sell ~~or redevelop~~ the Winter Park Ninth Grade Center, the City shall protect the historic high school buildings for an appropriate adaptive reuse.

Policy 1-F-10: Specific Land Uses for Future Redevelopment of Non-Historic Campus Areas. If the Orange County Public School Board decides to sell the Winter Park Ninth Grade Center, the City's appropriate land use for the non-historic campus areas shall be low-density residential for the property fronting Pennsylvania Avenue, single-family residential for property fronting Huntington and Clarendon Avenues, and parks and recreation for a playing field area of at least five (5) acres.

Policy 1-F-11: Redevelopment of Winter Park Ninth Grade Center to Be Consistent with Adopted Master Plan for Entire Property and Compatible with Historic District. The development of the Winter Park Ninth Grade Center land shall be consistent with an adopted master plan for the entire property, and shall be compatible with the historic district.

Policy 1-F-12: Restrictions on Redevelopment of the Commercial "Ahik's" Property at the Northeast Corner of the Pennsylvania/Holt Avenues Intersection. Redevelopment of the commercial "Ahik's" property at 501 Holt Avenue at the northeast corner of the intersection of Pennsylvania and Holt Avenues shall be sensitive to traffic generated onto Holt Avenue. The scale and height of buildings fronting on Holt Avenue shall be limited to 2 stories (30 feet) in height as a compatible transition from the adjacent areas designated Low-Density Residential” on the Future Land Use Map. In addition, the redevelopment of the property shall be compatible with the adjacent historic district.

Policy 1-F-13: Redevelopment of the Commercial “Ahik’s” Property to Be Concentrated along Railroad and Fairbanks Avenue Frontages while Maintaining Natural Features of the Site. Notwithstanding the heights and densities permitted or conditionally permitted under the existing commercial land use designations, the commercial redevelopment of the commercial “Ahik’s” property (as mentioned above) at 501 Holt Avenue, shall be concentrated along the railroad and Fairbanks Avenue frontages while maintaining the natural features of the site, unless an alternative site plan and building layout, not exceeding two stories (30 feet) in height provides a more enhanced visual and sound buffer protections for the adjacent residential properties.

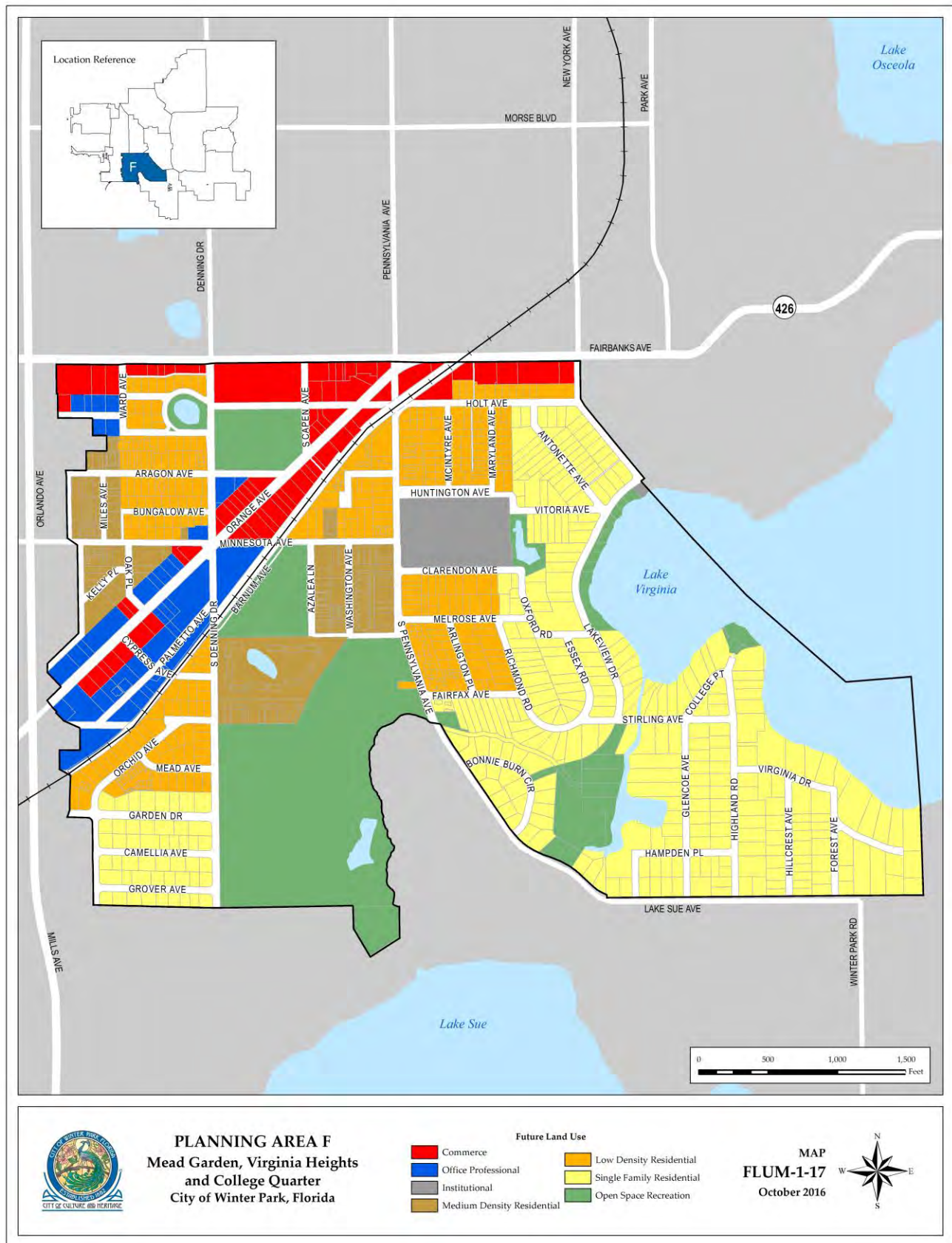
Policy 1-F-14: Restriction on Development Fronting on Holt Avenue. Expansions of commercial or office developments or the parking of vehicles on properties fronting on Holt Avenue shall be prohibited. Access driveways from commercial or office development on Fairbanks Avenue onto Holt Avenue shall be prohibited.

Policy 1-F-15: Restriction on Building Stories to Preserve Neighborhood Character. The area bounded by Minnesota, Pennsylvania, Melrose and Azalea Lane, zoned R-3 is deemed incompatible for three story buildings given the existing predominant character of one and two story buildings. While the density and intensity permitted by the medium density residential future land use designation and R-3 zoning of this area is compatible, future development shall be limited and restricted within this area to no more than two stories. The same restriction shall apply to the R-3 areas that exist between Orlando Avenue and Orange Avenue.

Policy 1-F-16: Protect Wetlands. The City shall continue to implement and enforce regulations protecting the wetlands areas from development.

Policy 1-F-17: Orange Avenue Design Guidelines. The City shall consider design guidelines for the Orange Avenue corridor from Orlando Avenue to Fairbanks Avenue in order to protect and maintain the scale and appearance of this gateway corridor.

Policy 1-F-18: Preserve Existing Single-Family Residential Land Use in the Planning Area. The City shall preserve single-family residential land use in the planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.



Planning Area G: Downtown/Rollins College

Policy 1-G-1: Preserve Residential Use in Downtown/Rollins Planning Area and Mixed Use Shall Not Qualify as Residential Use. The City shall ensure that residential land uses are preserved within the Downtown/Rollins Planning Area. Mixed Use buildings on land currently designated as residential shall not qualify as satisfying this policy. Thus, the intent of this Policy is to maintain the residential future land use and zoning in this planning area where it currently exists and to deny requests for changes to the future land use and zoning that would change from residential designations to non-residential designations.

Policy 1-G-2: Preserve Central Park Primarily Passive Park Character and Avoid Commercialization of the Park. The City shall implement policies on the use of Central Park that preserve its primary passive park character, avoid commercialization by user groups and are generally guided by the Central Park Master Plan.

Policy 1-G-3: Preserve Park Avenue as a Retail Shopping District with Complimentary Restaurant Destinations, Maintaining Existing Future Land Use Map Designations and Zoning and Prohibition of Bars/Nightclubs. The City shall preserve the primary focus of the Park Avenue Corridor as a retail shopping district with complimentary restaurant destinations. This shall require maintaining within the Park Avenue corridor the existing Future Land Use Map policies governing height and existing vertical zoning regulations and the prohibition on bars/nightclubs. The City should also explore modifications to the zoning regulations that would limit the growth of future new restaurant locations to prevent an oversaturation of the CBD with restaurant space thereby diminishing via the loss of existing retail stores, the primary focus of the CBD as a retail shopping destination.

Policy 1-G-4: Preservation of the Historic Character of Park Avenue and the Open Vista of Central Park. All properties facing Central Park on Park Avenue or adjacent roads within 140 feet of Park Avenue shall be limited in height to two stories (~~30 feet~~) in height. 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 (~~30 feet~~) in height as depicted on the Maximum Height Map. Variances or approvals of development in violation of this policy are prohibited.

Policy 1-G-5: Preserve Central Business District Pedestrian Scale and Orientation by Restricting Height. The City shall preserve the pedestrian scale and orientation of the Central Business District as a whole by limiting development to no more than three stories (including any mezzanine levels) in all zoning districts within the Central Business District. Exceptions to this policy include any property within the Central Business District that are ~~is~~ limited to two stories by other Comprehensive Plan policies or the Maximum Height Map as those properties have a two story height limit. Variances for more than three stories are prohibited.

Policy 1-G-6: Preserving the Eclectic Architectural Mix and Dominance of Small Distinctive Specialty Shops along the Park Avenue Corridor through Central Business District Design Guidelines. The City shall strive to preserve the character and style of the Park Avenue Corridor as one of an eclectic architectural mix and a predominance of small distinctive specialty stores through the Central Business District design guidelines. The City shall explore alternatives for incentivizing the preservation of small distinctive specialty shops.

Policy 1-G-7: Enforce Land Development Code Parking Requirements. The City shall continue to require parking, as directed by the Land Development Code, for any net new building or net new floor space constructed within the CBD.

Policy 1-G-8: Managing Existing Off-Street Parking Deficit. The City's effort toward expanded public parking shall prioritize actions and programs needed to address the existing parking deficit as opposed to the provision of parking that would provide for a growth in the size of existing or new buildings or in the size of the Central Business District or provide parking for mass transit needs.

Policy 1-G-10: Design Review of Building and Storefront Facades, Including Signage, within CBD. Design review or architectural review in the City's land development regulations shall include a provision for building and storefront facade review, including signage, in the CBD.

Policy 1-G-11: Improvements at Rollins College and other Educational, Non-Profit or Other Institutional Entities to Avoid Adverse Impacts on Surrounding Residential Areas. Improvements or expansions to the buildings and facilities of Rollins College and other educational, non-profit or other institutional entities shall conform to existing Comprehensive Plan policies, including but not limited to the Future Land Use Map as well as Winter Park zoning regulations and standards and shall not negatively impact the surrounding residential areas.

Policy 1-G-12: Managing Expansion and Physical Improvements at Rollins College and Other Educational, Non-Profit or Other Institutional Entities. The City shall endeavor to accommodate, through conditional use reviews, the physical development building needs and campus expansion requirements through land use changes to an "Institutional" Future Land Use designation and a "Public/Quasi-Public" zoning district classification for Rollins College and other educational, non-profit or other institutional entities as long as those projects are directly related to the educational purposes of serving students and/or staff as long as those projects are compatible with adjacent residential neighborhoods and properties.

Policy 1-G-13: Joint Public-Private Development on City Land or City Rights-of-Way to Comply with LDC and Replace all Lost Parking Spaces. Any joint public-private development project on City land or City rights-of-way shall replace the same number of on-site public parking spaces as well as providing the additional spaces required by the private segment of the development.

Policy 1-G-14: Preservation of Osceola Lodge (231 North Interlachen Avenue) and Knowles Cottage (232 North Knowles Avenue). Methods for preservation of Osceola Lodge (231 North Interlachen Avenue) and/or the Knowles Cottage (232 North Knowles Avenue) shall be encouraged, including changes to land use designations to permit non-residential usage as foundation office space or other appropriate use when designations as historic landmarks are provided.

Policy 1-G-15: Development Restriction in CBD/Rollins College Planning Area along North Side of Osceola Avenue on Lake Osceola. Future subdivisions or parcel development in the CBD/Rollins College Planning Area along the north side of Osceola Avenue on Lake Osceola shall conform to the Single-Family Future Land Use designation and the R-1AAA zoning district standards, as well as policies within this Comprehensive Plan regarding the subdivision of estate lots.

Policy 1-G-16: Promote CBD Cultural Institutions. The City shall endeavor to promote the cultural institutions existing within the CBD and seek to expand their contributions to Winter Park as the “City of Culture and Heritage”.

Policy 1-G-17: Maintain Pedestrian Scale Gateway to Park Avenue. To insure compatibility of future developments with the predominate one and two story pedestrian scale of the historic Park Avenue Corridor, buildings greater than two stories shall be prohibited on properties abutting Fairbanks between New York Avenue on the west and Interlachen Avenue on the east. These properties are deemed inappropriate for three stories due to the potential scale of the developments and their adverse impact on the gateway to historic Park Avenue.

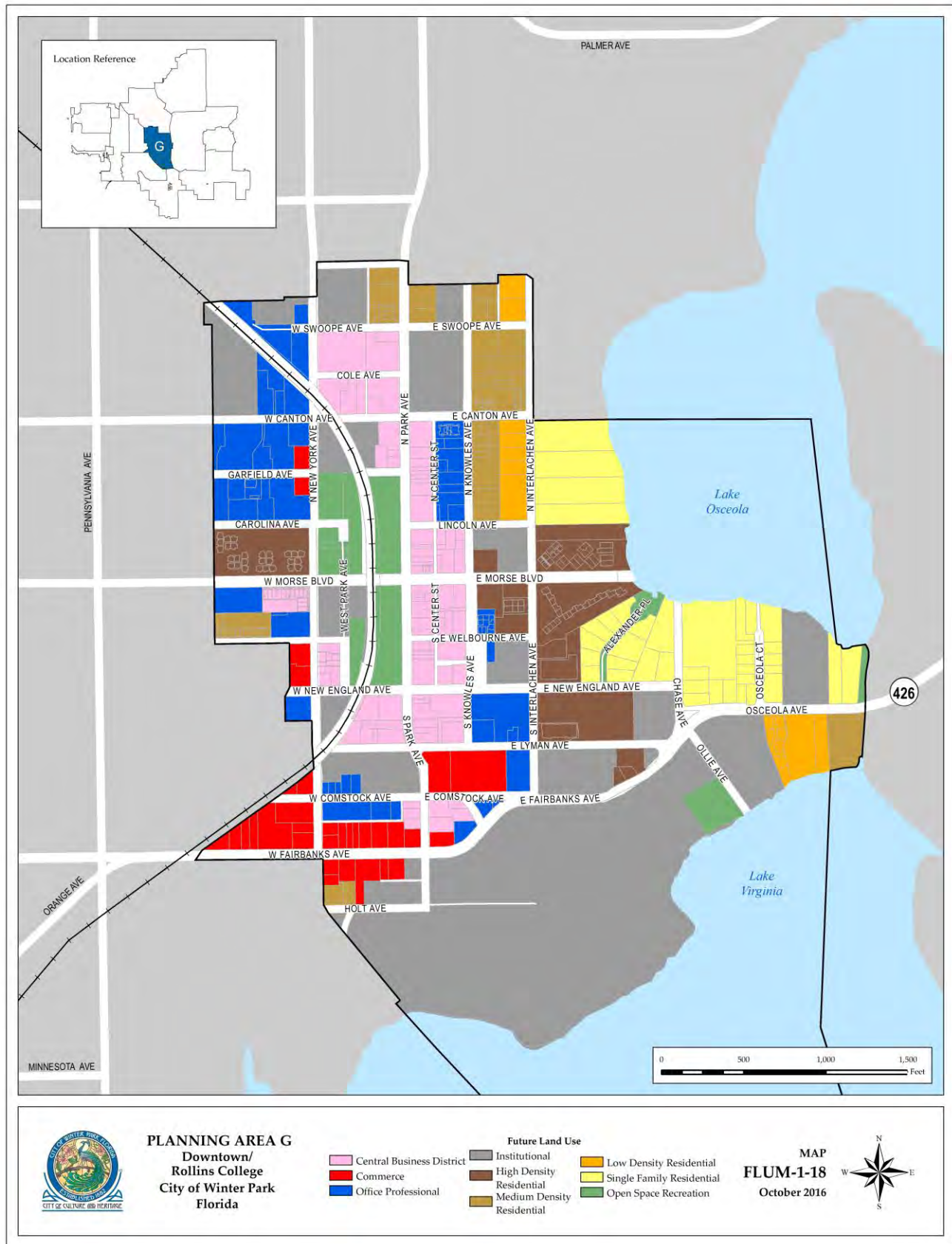
Policy 1-G-18: Maintaining the Character of Interlachen Avenue. The City shall strongly discourage any change to the future land use and zoning from low density residential to medium or high density residential on the properties on the west side of Interlachen Avenue, now designated as low density residential and future development along Interlachen Avenue shall conform to a minimum 25 foot street front setback along Interlachen Avenue for buildings and structures that is consistent with the existing pattern of development.

Policy 1-G-19: Maintaining the Single Family Land Use Designations on Lake Osceola. Consistent with other policies of this Comprehensive Plan requiring the lowest densities of development on lakefront properties, those lands designated single family on Lake Osceola on Interlachen Avenue, Alexander Place, Chase Avenue, Osceola Avenue and Osceola Court shall not be designed for low density or multi-family residential development or for any non-residential or institutional land use and the City shall deem any such land use changes to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-G-20: Bed & Breakfast/Hotel Conversions. On properties designated residential with this planning area, conversions of existing homes or new construction of bed and breakfast inns or other overnight accommodations shall not be permitted within this planning area.

Policy 1-G-21: Redevelopment of the City’s Water Plant Property on New York Avenue. The City’s former water plant property on New York Avenue, designated ‘institutional’ due to the former use and city ownership will be considered for redevelopment as an office or multi-family residential or combination within the limits of permitted floor area ratio for those designations and a maximum three story height.

Policy 1-G-22: Encourage the Connectivity of the Hannibal Square Commercial District to Park Avenue. In order to encourage the connectivity of the Hannibal Square Commercial District to Park Avenue, the existing buildings and any other future buildings with street frontage on New England Avenue or West Park Avenue in this planning area, shall be required to be used for non-residential business purposes on the first floor and utilized as such for retail space, restaurants space, salons or office space and residential use shall be only permitted on the upper floors of any such building, other than an entrance lobby for access to the upper floor units.



Planning Area H: Hannibal Square Neighborhood

Policy 1-H-1: Discourage Non-Residential Encroachments into Residential Sections. The City shall discourage non-residential and medium or high-density residential future land use amendments encroachments into single family and low density residential areas of this neighborhood planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan. ~~As a prerequisite to such Comprehensive Plan Amendments, the actions must be reviewed by the CRA Advisory Board for recommendation in order to be deemed consistent with CRA policy prior to review by the Planning Commission. However, inclusion in the CRA Plan or approval or denial by the CRA Advisory Board does not mandate approval of such Comprehensive Plan Amendments given the public hearings and consideration necessary as part of the process.~~

Policy 1-H-2: If Where Non-Residential Zonings Are Approved, Compensation Required for Lost Housing. In situations where a change to non-residential Comprehensive Plan Amendment is approved, in this planning area, the loss of housing or housing potential must be compensated for through the provision of housing or negotiated fees in lieu of housing, paid to the Affordable and Workforce Housing Trust Fund.

Policy 1-H-3: Restrictions on Multifamily Development. The City shall strongly discourage Comprehensive Plan Amendments from Single Family or Low-Density Residential Land Use categories to Medium-Density or High-Density Residential Land Use categories based on compatibility and recognition of the established neighborhood development pattern.

Policy 1-H-4: Subsidized Multifamily Housing for Senior or Handicapped Citizens. The City shall encourage subsidized multifamily housing for senior or handicapped citizens in projects sponsored by, or which complement those of the Winter Park Housing Authority.

Policy 1-H-5: Prohibited Uses. The City shall prohibit the establishment or expansion of auto sales/service enterprises, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult-oriented businesses, vapor stores or smoke shops, fast food businesses and convenience stores along Fairbanks Avenue in this planning area.

Policy 1-H-6: Non-Residential Use on Certain Segments of Comstock Avenue, New England Avenue and Symonds Avenue. Non-residential land uses and zoning on Comstock Avenue between Denning Drive and the Railroad, on New England Avenue between Denning Drive and Pennsylvania Avenue and on Symonds Avenue between Capen Avenue and Pennsylvania Avenues shall be deemed to be in conflict with the Comprehensive Plan.

Policy 1-H-7: Non-Residential Use on Certain Segments of New England Avenue and Symonds Avenue. Non-residential land uses and zoning on New England Avenue between Denning Drive and Pennsylvania Avenue and on Symonds Avenue between Capen Avenue and Pennsylvania Avenues shall be deemed to be in conflict with the Comprehensive Plan.

Policy 1-H-8: Commercial, Office, or Non-residential Development on the East Side of Denning Drive or Webster Avenue. The conversion or redevelopment of any existing residential property

fronting on the east side of Denning Drive or on Webster Avenue for commercial, office or other non-residential development shall be deemed to be in conflict with the Comprehensive Plan.

Policy 1-H-9: Non-Profit Service Agencies and Local Neighborhood Churches May Exist Compatibly with Residential Uses. The City may consider the construction or renovation of non-profit service agencies and local neighborhood church construction and renovation in recognition that neighborhood churches co-exist side by side with residential properties and commonly have depended upon on-street parking for those congregations.

Policy 1-H-10: Rezoning Single-Family Property to $\leq 7,500$ sq. ft. Lots Deemed Inconsistent with Comprehensive Plan. The rezoning of any single-family property of 50 foot by 150 foot (7,500 sq. ft.) or smaller to low-density (R-2) residential future land use for additional density shall be deemed in conflict with the Comprehensive Plan (single-family to duplex, for example).

~~**Policy 1-H-11: Density for Workforce/Affordable Housing.** Notwithstanding other policies of this Comprehensive Plan, the City may approve density increases for projects of the Hannibal Square Land Trust, Habitat for Humanity, the Winter Park Housing Authority or others when such projects exclusively include workforce/affordable housing.~~

Policy 1-H-12: Provide for Additional Residential Density at 444 W. New England Avenue. Notwithstanding the residential density limits established for the Central Business District future land use category elsewhere within this element, this specific policy shall enable the property at 444 W. New England Avenue, to be used at a maximum residential density of up to 48 units per acre. This density allowance may only be applied to residential use within the existing second floor of the existing building as of the date of adoption of this Policy. Residential units are not permitted on the ground floor of the building located at 444 W. New England Avenue.

Policy 1-H-13: Provide for Conforming Density of Mixed Use Projects along New England Avenue. To the extent that mixed use projects were permitted and approved by the City under Central Business District future land use and C-2 zoning prior to a unit per acre density restriction being introduced to those designations in 2009, such existing mixed use projects in existence prior to 2009, notwithstanding the current CBD future land use residential unit density limitations, shall be deemed as conforming uses and should such buildings be damaged or destroyed due to any calamity or occurrence such as fire, hurricane, tornado, sinkhole, etc. such buildings may be reconstructed and restored to their existing residential unit density and dimensions.

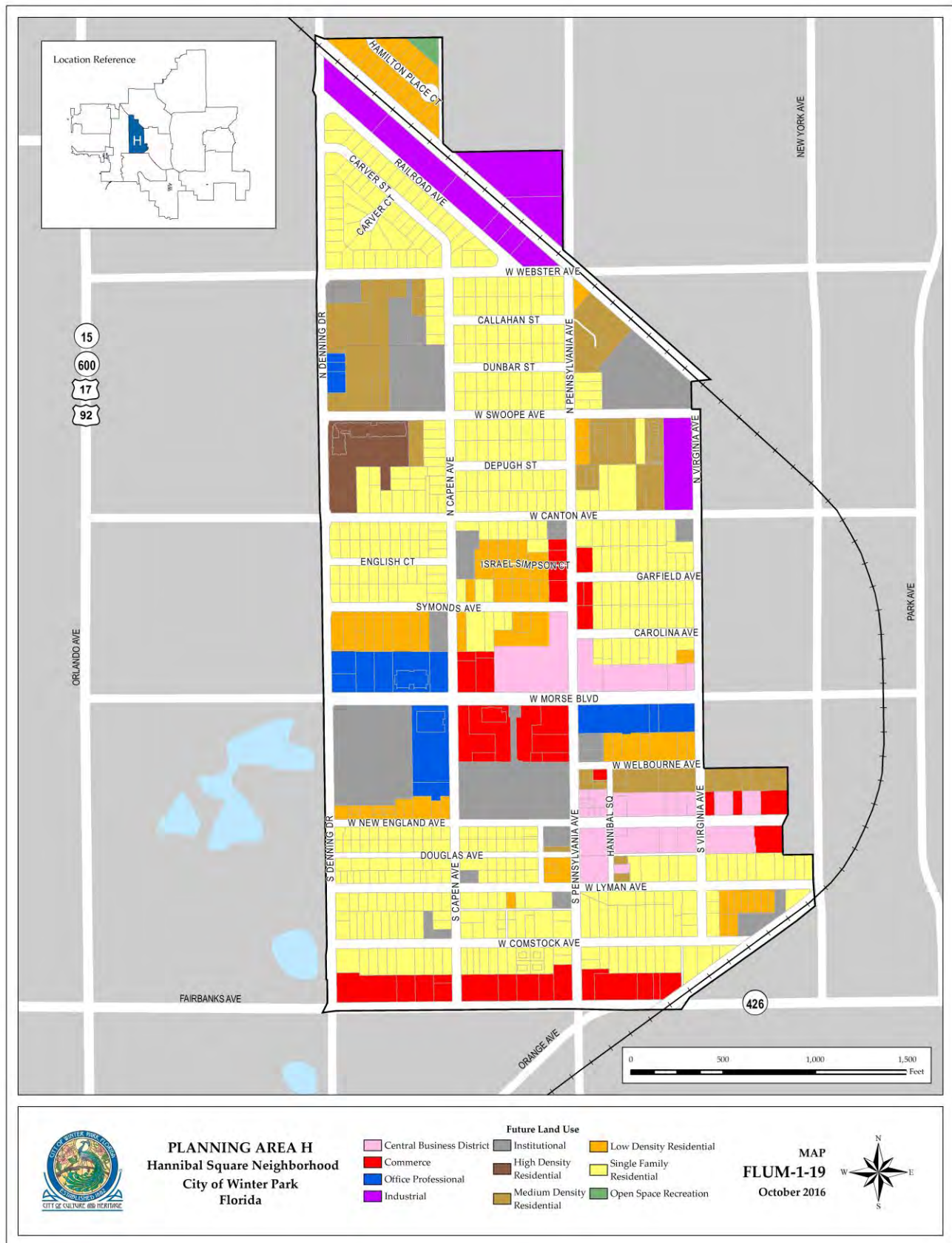
Policy 1-H-14: Special Circumstances for 446 W. Swoope and on Symonds between Capen and Pennsylvania Avenues. Notwithstanding Policy 1-H-1 above, there exists an isolated property at 446 W. Swoope Avenue surrounded by medium density residential future land use that may be considered for a change to that designation and single family properties on Symonds Avenue between Capen and Pennsylvania Avenue in a street section otherwise designated as low density residential that may be permitted a similar future land use.

Policy 1-H-15: Special Circumstances for the North Side of West Lyman Avenue between New York and Hannibal Square, West Capen and Pennsylvania Avenues. Notwithstanding Policy 1-H-1 above, there exists low density residential future land use and development along a portion of West Lyman Avenue. Continuance of that scale, type and size of development and changes to low density

residential future land use, only, may be permitted on the north side of West Lyman Avenue between New York Avenue and Hannibal Square, East.

Policy 1-H-16: Encourage the Viability of the Hannibal Square Commercial District along New England Avenue. In order to encourage and insure the viability of the Hannibal Square Commercial District, the existing buildings and any other future buildings with street frontage on New England Avenue shall be required to be used for non-residential business purposes on the first floor and utilized as such for retail space, restaurants space, salons or office space and residential use shall be only permitted on the upper floors of any such building, other than an entrance lobby for access to the upper floor units.

Policy 1-H-17: Hannibal Square Parking Garage: In consideration of the variances granted for the Hannibal Square parking garage for added height and additional spaces which were made based upon the Development Agreement and assurances that this parking garage would serve certain designated properties but also serve others not in the same ownership and serve the general business district needs as well, the parking management of this parking garage shall not permit any fee for parking and the City shall through the required parking management plan insure that reserved spaces other than for residents are available on nights and weekends for general public usage.



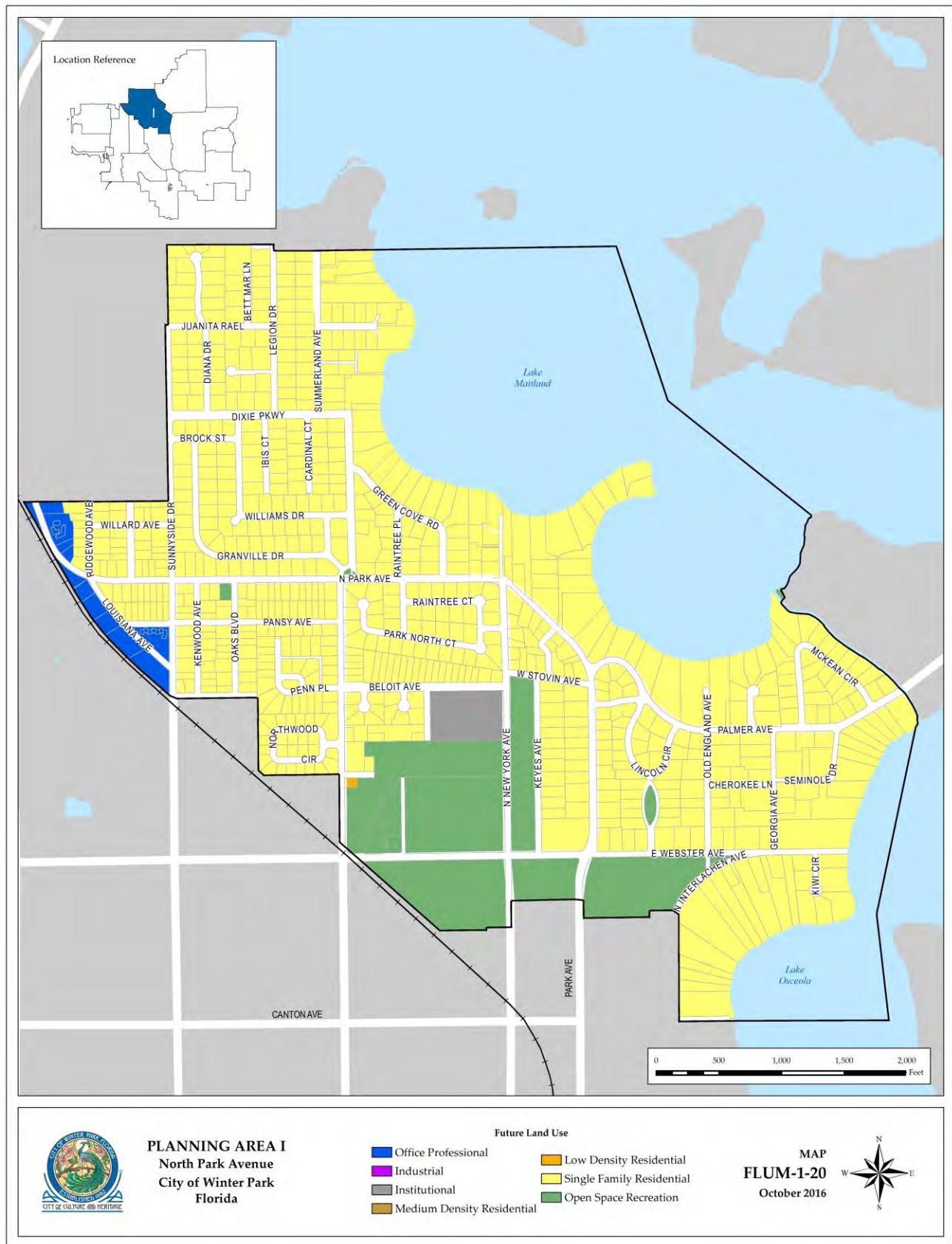
Planning Area I: North Park Avenue

Policy 1-I-1: Preserve Single-Family Residential Use in North Park Avenue Planning Area. The City shall preserve the single-family residential land use in the planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-I-2: Protect Residential Areas on North Park and Louisiana Avenues from Encroachment by Nonresidential Uses. The City shall protect the residential areas around the offices on North Park Avenue and Louisiana Avenues from further office encroachment and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-I-3: Subdivision of Land to Comply with the Comprehensive Plan and Zoning District Minimum Lot Size Requirement. The City shall prohibit subdivision of lots within the North Park Avenue neighborhood planning area to new lots with less than the required 75 foot width (85 foot width - corner lots).

Policy 1-I-4: Develop Gateway Enhancement Plan for North Park Avenue. The City shall develop a Gateway enhancement plan for the North Park Avenue entrance into the City.



Planning Area J: U. S. Highway 17-92 Corridor

Policy 1-J-1: Protect Single-Family Residential Use within Orwin Manor Neighborhood from Multi-Family and Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Orwin Manor neighborhood from multi-family, commercial and office encroachment and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-J-2: Annexation of Areas between City Limits and Minnesota Avenue. The City shall pursue annexation of areas between the City limits and Clay Street and Minnesota Avenue when resident citizen interest is expressed ~~ripe~~.

Policy 1-J-3: Protect Low-Density Residential Use West of Schultz Avenue within Lawndale, Strongly Discourage Non-Residential Encroachment and Maintain the Low-Density Future Land Use Map Designation. The City shall preserve and protect the low-density residential land use west of Schultz Avenue, within Lawndale, in this planning area, from commercial and office encroachment. The Future Land Use Map shall maintain the Low-Density Residential designation and FLU map amendments to non-residential or Planned Development shall be deemed to be in conflict with the Comprehensive Plan within 200 feet of Shultz Avenue.

Policy 1-J-4: Pursue Improved Appearance of Industrial Area Along Solana Avenue and Railroad Avenue. The City shall promote the appearance of the industrial area located along Solana Avenue and Railroad Avenue through code enforcement and site plan review design standards.

Policy 1-J-5: Protect Interests of Multifamily Residents Located Behind Winter Park Tech. The City shall protect the interests of the residents of the multifamily area located behind Winter Park Tech if development or rezoning appears imminent. In addition, non-residential development occurring adjacent to residentially designated property shall be required to provide adequate buffers including architecturally designed masonry walls capped and appropriate landscaping with canopy trees, specimen trees, and shrubs.

Policy 1-J-6: Concentrate Vehicle Dealerships North of Webster Avenue or Lee Road. The policies of this Comprehensive Plan restrict car sales businesses to two geographic areas where such businesses are permitted. One such area where vehicle sales business are potentially allowed as conditional uses is in this planning area north of Webster Avenue or north of Lee Road.

Policy 1-J-7: Preserve Martin Luther King Jr Park Recreational Land Use. The City shall preserve the recreational land use of Martin Luther King Jr Park.

Policy 1-J-8: Subdivision of Lots within Orwin Manor Neighborhood to Comply with Zoning District Minimum Lot Width Requirements. The City shall prohibit subdivision of lots within the Orwin Manor neighborhood to lots with less than the required 75 foot width (85 foot width - corner lots).

Policy 1-J-9: Protect Single-Family Residential Use in the Killarney Neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Killarney neighborhood from commercial and office encroachment, excluding parcels that have or obtain Parking Lot (PL) zoning designation along the edges where commercial, office and residential meet. All development should include appropriate landscape buffers, including walls if necessary, so as not to have a negative impact on the residential neighborhood.

Policy 1-J-10: Support a Smooth Land Use Transition along Trovillion Avenue and Gay Road to Low-Intensity Office Uses Compatible with Killarney Bay and Chateaux du Lac Condominiums. The City shall support transition along Trovillion Avenue and Gay Road from Medium-Density Residential to low-intensity office uses as long as they are complimentary to and compatible with the adjacent Killarney Bay and Chateaux du Lac condominiums. The City shall ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs.

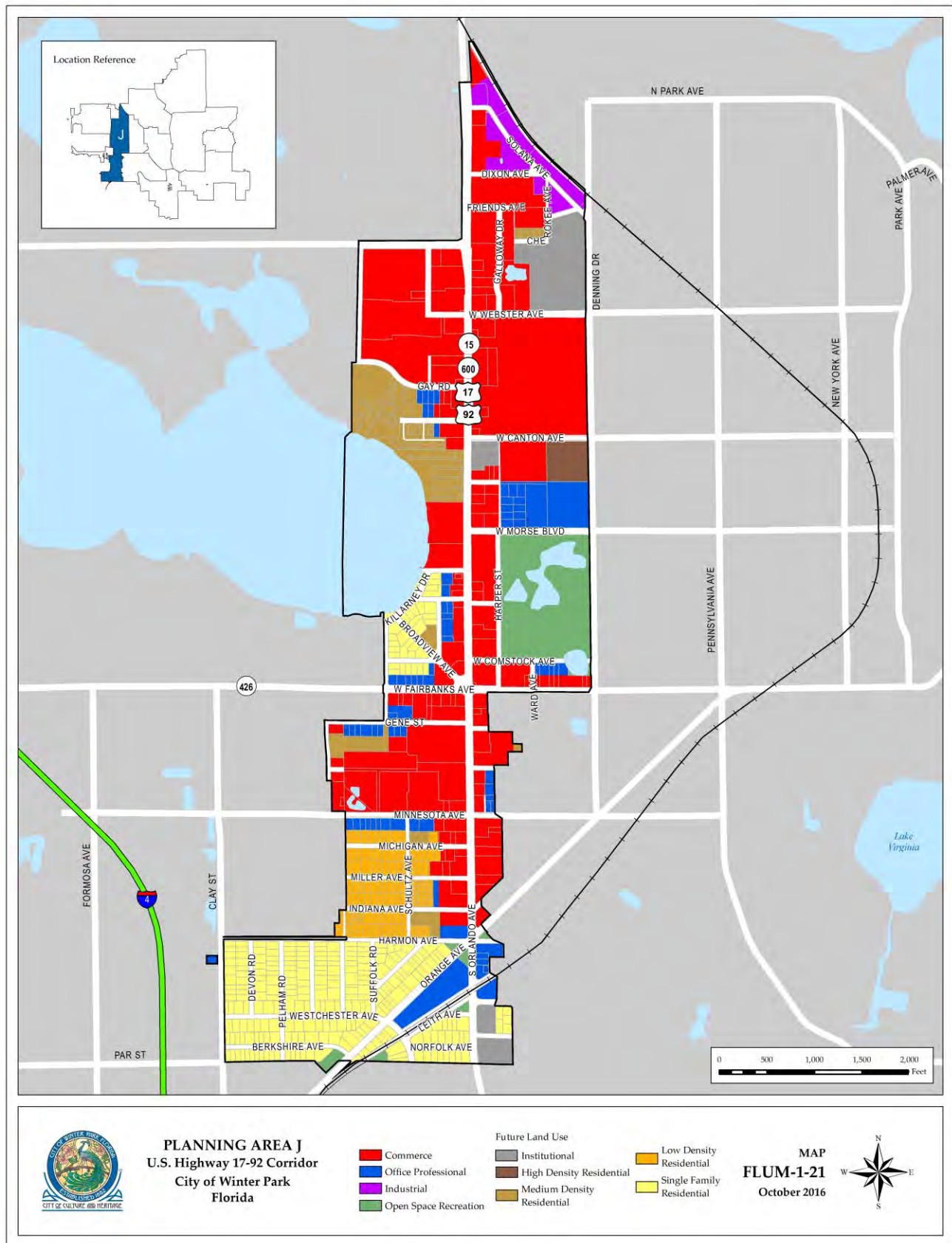
Policy 1-J-11: Encourage a Public-Private Partnership in Redeveloping Winter Park Tech. The City shall encourage a joint public-private proposal for Winter Park Tech. The City shall coordinate joint planning with the Orange County School Board to identify a project that includes a viable land use mix, as well as density and intensity that meets the common objectives of the School Board, the City and a private developer.

Policy 1-J-12: Provide for Additional Residential Density at 940 and 1020 W. Canton Avenue. Notwithstanding the residential density limits established elsewhere within this element, this specific policy shall enable the adjacent properties at 940 and 1020 W. Canton Ave (together, the “Properties”), to be used at a combined maximum residential density of up to 25 units per acre for the following reasons:

- The Properties are part of a mixed-use master plan development;
- The Properties are under unified control;
- The Properties are located adjacent to a property approved for a building over 55 feet in height;
- The Properties serve as an appropriate buffer between adjacent commercial uses and residential uses located further to the east;
- The Properties are located proximate to multiple employment centers; and
- The 940 W. Canton Avenue parcel has been previously approved for a four (4) story multi-family residential project under the density and maximum height standards that were applicable to the changes made to the Comprehensive Plan in 2009; due to the Properties being part of a unified mixed-use development under common control, the 1020 W. Canton Avenue parcel was included in calculating the density for this project.
- This density allowance for both properties may only be applied to residential development within the 940 W. Canton Avenue parcel. All other provisions within the High Density Residential future land use designation shall apply to that property.

Policy 1-J-13: Growth and Expansion of the Lutheran Church Consistent with Master Plan. (Policy repeat from Planning Area F) Growth and expansion of the St. John Lutheran Church (located in Planning Area J) shall only be approved via conditional use consistent with protections and landscape buffers for this institutional use and provided that any negative impacts from parking or traffic are avoided and that adequate buffering and screening of such activities and improvements are achieved.

Policy 1-J-14: Support a Smooth Land Use Transition along the North Side of Fairbanks Avenue with Business Uses Compatible with the Adjacent Neighborhoods. The City shall consider future land use changes along the north side of Fairbanks from Shoreview Avenue to Orlando Avenue to commercial to allow business types complimentary to and compatible with the adjacent neighborhoods, such as retail stores and salons provided there are restrictions prohibiting late evening hours, and drive-in components. The City shall ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs.



Planning Area K: Lee Road

Policy 1-K-1: Preserve Single-Family Residential Use in Lee Road Planning Area. The City shall preserve the single-family residential land use in the existing single-family neighborhoods in this planning area and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan. However, in order to enable the redevelopment along the Lee Road corridor, if properties fronting on Lee Road desire to redevelop or expand via utilizing an interior residential property as expanded parking via a land use change to a Parking Lot (PL) designation then the City may consider such a change provided adequate buffering and protections are provided to the neighboring homes.

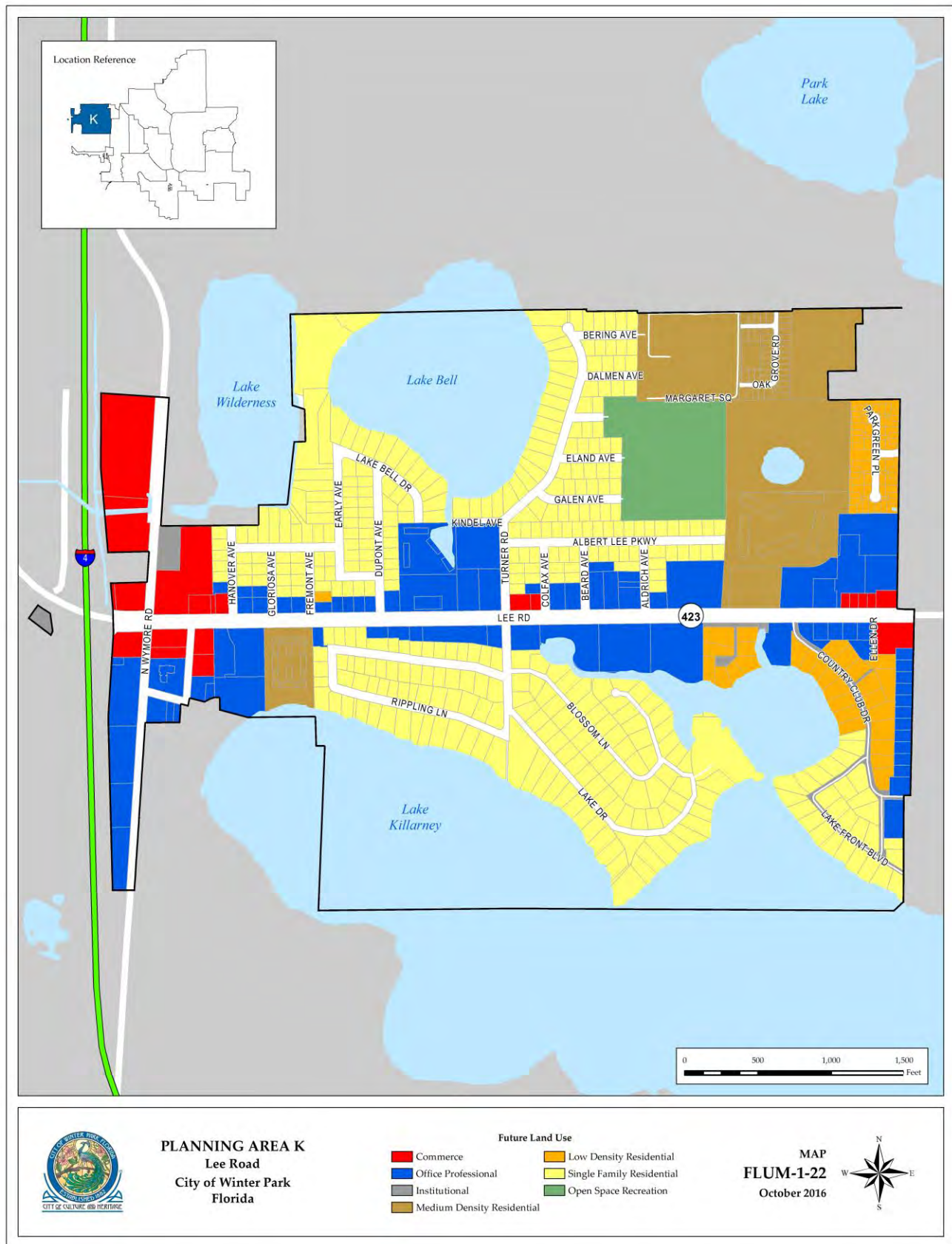
Policy 1-K-2: Plan to Convert the City's Tree Farm into a Park Site and Encourage its Funding. The City shall plan to convert the City's Tree Farm into a park site. ~~By 2012,~~ The City shall strive to provide funding to implement the land conversion process, including development of the park site.

Policy 1-K-3: Require New Development to Minimize Adverse Impacts on Lake Bell. The City shall strive to minimize the adverse impacts of development on Lake Bell by regulating the intensity of development, storm water runoff, and enforcing setbacks.

Policy 1-K-4: Prohibit Certain Business Types along the Corridor Frontage. In order to create and preserve the character of this corridor, the City shall prohibit certain business types along the frontage of the corridor including new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores, except at the intersection of Lee and Wymore Roads.

Policy 1-K-5: Create a Special Taxing District along Lee Road to Assist Funding Installation of Water and Sewer Services and Streetscape Improvements. The City shall strive to create a special taxing district along Lee Road to aid in the installation of water and sewer services and/or streetscape improvements along this corridor.

Policy 1-K-6: Concentrate Vehicle Dealerships North of Lee Road. The policies of this Comprehensive Plan restrict car sales businesses to two geographic areas where such businesses are permitted. One such area where vehicle sales businesses are potentially allowed as a conditional use in this planning area on Wymore Road, between I-4 and Wymore Road north of Lee Road.



Planning Area L: West Fairbanks Avenue

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

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

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

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

Policy 1-L-5: Annexation, Rezoning, and Redevelopment of Certain Properties, South of Fairbanks Avenue and West of Formosa Avenue. The City shall encourage the annexation and redevelopment of properties in the area south of Fairbanks Avenue and west of Formosa Avenue along Fairbanks, Kentucky, Ogelsby and Crandon Avenue. Prior to or at the time annexation of such properties within this area occurs, the City shall consider amendment to the Future Land Use element to create a future land use designation and a corresponding zoning designation and land development code standards that may permit for this area either mixed use development or mixed use projects with urban scale with parking garage components and notwithstanding other limitations within the Future Land Use element, permitted floor area ratios consistent with the appropriate future land use designations. Such density and scale of development is deemed compatible given the location on Fairbanks Avenue adjacent to Interstate 4 and to enhance the appearance of the Fairbanks gateway corridor. Roadway abandonments or vacations necessary for assemblage of properties within this area are also encouraged.

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

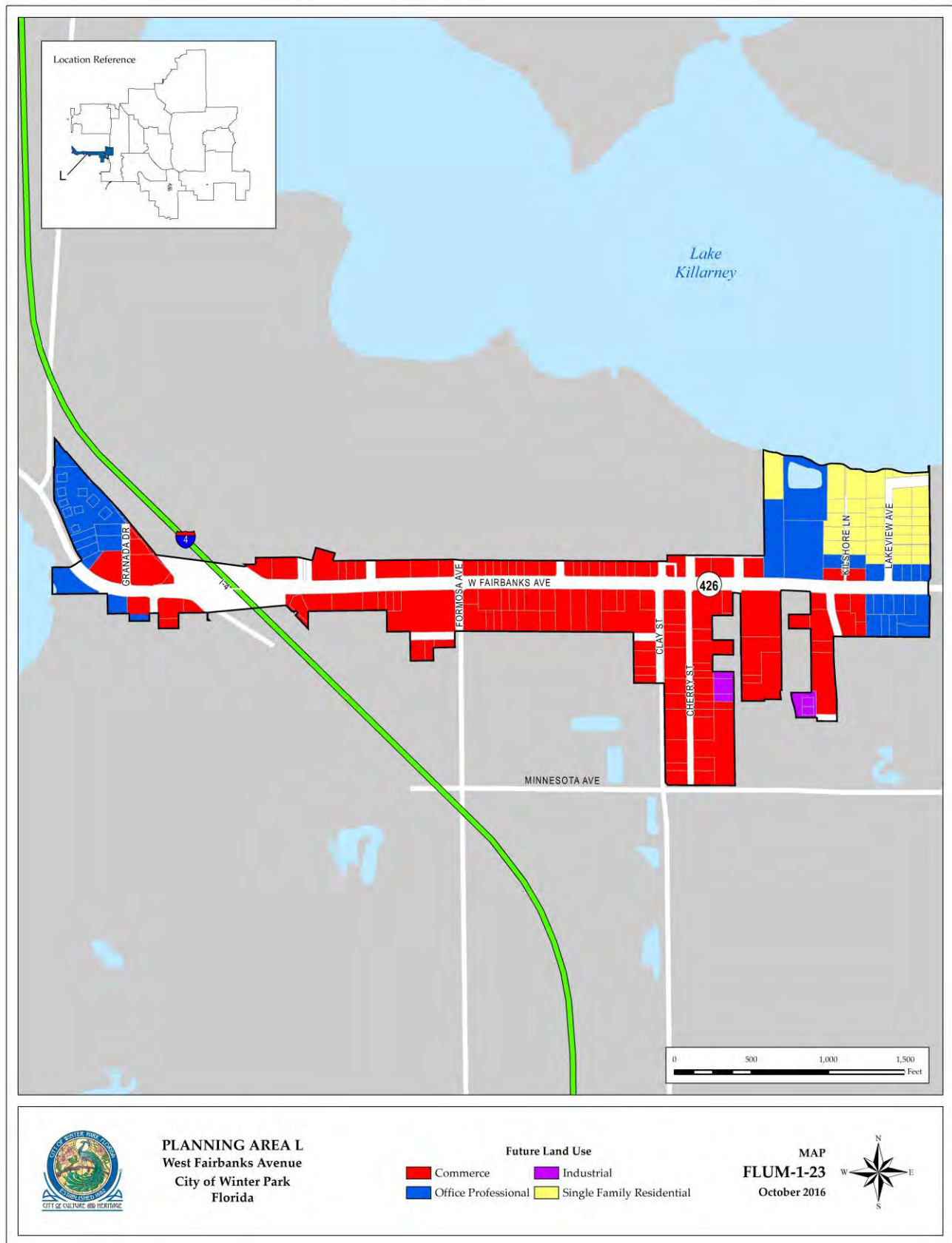
Policy 1-L-7: Support a Smooth Land Use Transition along the North Side of Fairbanks Avenue with Business Uses Compatible with the Adjacent Neighborhoods. The City shall consider future land use changes along the north side of Fairbanks from Lakeview to Shoreview Avenues to commercial to allow business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

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

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

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

Policy 1-L-11: Provide for and Encourage the Redevelopment of the North Side of Fairbanks Avenue. Given the shallow lot depths on the north side of Fairbanks Avenue, the City shall consider the annexation of properties to the rear/north up to Karolina Avenue and land use designations for parking usage provided that the parking is screened from view by a brick wall/landscape/lagustrum tree buffer per the template provided by the City; that no driveways are permitted that allow access onto the rear streets and that any lighting has no negative impact on nearby homes



Planning Area M: Ravaudage

Policy 1-M-1: Implement the Ravaudage Planned Development in Accordance with the Annexation Agreement. Pursuant to the annexation agreement for the Ravaudage Planned Development, the City shall administer the review and approval of development subject to the provisions of the Orange County Land Development Code and the customs and practices of the Orange County Development Review Committee.

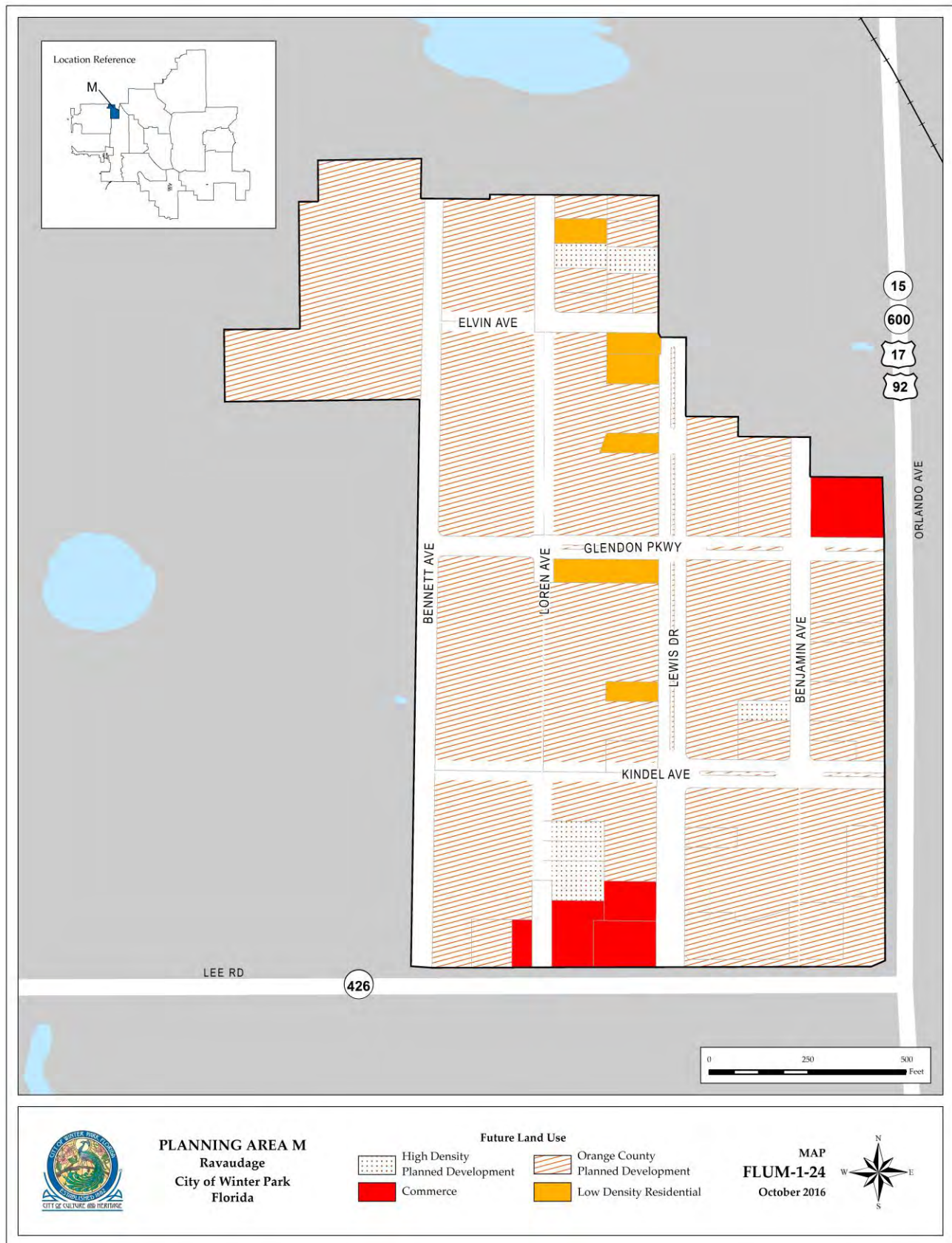
Policy 1-M-2: Provide for Further Assemblages into the Ravaudage Planned Development. As additional out-parcels are acquired for assemblage into the Ravaudage Planned Development, the City shall provide for future land use changes to city planned development designations and zoning and shall provide for the added entitlements based upon the net new acreage to be added as contributing to added entitlements based on 14.6 units per acre and a maximum floor area ratio of 100%.

Policy 1-M-3: Traffic and Transportation Improvements. It shall be the responsibility of the Ravaudage development, in accordance the Planned Development approval granted by Orange County to fund and implement the traffic and transportation improvements required by the project and to fund the traffic light warrant studies required for this project.

Policy 1-M-4: Coordinate with the City of Maitland. The City shall coordinate with the City of Maitland on the portions of the Ravaudage development within Maitland to achieve compatibility in the project between jurisdictions.

Policy 1-M-5: Compatible Planned Development Future Land Use and Zoning for Enclaves and Out-Parcels. The City has established PD future land use and PD-2 zoning on 12 properties that were acquired and added to the Ravaudage Planned development subsequent to the establishment of the Ravaudage PD by the Orange County Board of County Commissioners and annexation by the City. As the PD future land use designation and PD districts have been repealed from this Comprehensive Plan and the City Land Development Code, those properties shall be regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

Policy 1-M-6: Future Enclave and Out-Parcel Additions to the Ravaudage PD: Any future acquisitions and additions to the Ravaudage PD of enclave or out-parcel properties may, at the discretion of the City, be added to the Ravaudage PD and regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.



CHAPTER 2: TRANSPORTATION ELEMENT

(Reference §9J-5.019(4), FAC)

INTRODUCTION TO THE TRANSPORTATION ELEMENT

"We should strive to make Winter Park not only the most beautiful city in Florida, but the most beautiful small city in the whole United States."

William C. Comstock
1923

The City of Winter Park has always been shaped by transportation decisions. Loring Chase and Oliver Chapman originally platted the town in 1881 to include a grid network of streets and a train station in the center of a 10-acre park.

In fact, the City of Winter Park owes much of its value, both economic and quality of life, to its long standing mastery over its transportation system. With a few exceptions in the 1960's and 70's, Winter Park's transportation decisions, based on a vision to preserve the City's character and quality of life, have helped shape the City to become one of the most livable and memorable communities in Florida. Major milestones in the evolution of the City's transportation system and its sculpting of Winter Park's urban fabric include:

- The original interconnected street layout in 1881;
- The first train station built in 1882;
- Implementation of the street tree program in the 1920s;
- The battle to shift Interstate 4 out of the City in the 1950s;
- Completion of the Park Avenue Master Plan in the 1990s;
- The reclamation and beautification efforts of Orlando Avenue (US 17/92) in the 2000s;
- Bricking of Pennsylvania Lake Sue Avenues and the ensuing City-wide brick street program in the 2000s; and
- Commuter Rail project participation in 2007.

The results of these deliberate efforts have created a sustainable village development pattern where pedestrians, cyclists, transit riders, and motorists are all partners in mobility and the streets are treated as an important element of the public realm, connecting and stabilizing neighborhoods, improving the city's aesthetics, providing economic value to the City, and allowing for healthy recreational activities.

Winter Park's Comprehensive Plan is the foundation for the City's planning and development process. The responsibility of the Transportation Element within the City's Comprehensive Plan is to strengthen the City's policy framework and to ensure Winter Park can continue to define its transportation system's design and function so that it can continue to contribute to, not burden, the community's quality of life. Through this Transportation Element, Winter Park intends to continue to integrate its community-wide land use and urban design with its transportation goals and objectives. The City's adequate transportation facility regulations (Concurrency Management) have been revised to be consistent with the Transportation Element's Goals, Objectives and Policies.

The concurrency requirements of Florida's Growth Management Act were intended to provide an administrative check to ensure that the long-range comprehensive plans adopted by each local government are being implemented so that adequate facilities are being provided. This Transportation Element will allow the City of Winter Park to describe exactly what it wants its transportation system to evolve into and how it will physically fit in the City while providing broad-based policies that ensure the creation of a balanced transportation system where the private vehicle, pedestrian, bicycle, bus or other transit contribute to a balanced transportation system that reinforces Winter Park's character and quality of life.

The Comprehensive Plan Transportation Task Force outlined the specific mission of the Transportation Element as:

~~“Winter Park will continue to be a walkable, pedestrian and bicycle friendly, sustainable, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among its citizens and visitors.”~~

Winter Park Transportation Task Force

The Transportation Element documented in the following pages is intended to establish the policy framework aimed at accomplishing this specific mission:

~~2-1: TRANSPORTATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.~~ This section stipulates goals, objectives, and implementing policies for the Transportation Element pursuant to 9J-5, FAC. The purpose of this element is to provide guidance for appropriate plans and policies needed to insure a walkable, pedestrian and bicycle friendly, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among citizens and visitors.

~~Goal 2-1: BALANCED TRANSPORTATION SYSTEM.~~ It shall be the goal of The City of Winter Park ~~desires to~~ shall ensure the provision of a balanced and safe transportation system that promotes a walkable, bicycle-friendly environment and encourages transit as well as ensures efficiency along the roadway network. ~~its mission.~~ As per rule 9J-5.019(2) FAC., attached Figures 2-1-14 contain the transportation element maps and figures.

~~OBJECTIVE 2-1.1: SAFE AND BALANCED MULTIMODAL SYSTEM.~~ The City shall create a Mobility Plan that promotes and supports the broad transportation needs of the community. ~~The design and character of the streets within Winter Park shall create a safe, balanced multimodal transportation system that promotes and supports the broad transportation needs of current and future Winter Park residents. The attached Figures 13 and 14 serve as the City’s official near term (five year) and long term (20 year) future transportation plan.~~

Policy 2-1.1.1: Multimodal Activities. The City defines mobility as the provision of multiple opportunities or choices in transportation modes for travel within and to/from the City through a multimodal transportation system. The general hierarchy of modes is 1) walking, 2) bicycling, 3) transit (bus and rail), and 4) private vehicles. The primary focus or overall mobility strategy is on the minimum provision of facilities for all modes and the connectivity based upon the mode hierarchy. Where adequate facilities exist for all modes, the City will prioritize enhancing the quality and integration of the facilities based upon the mode hierarchy. **~~Transportation System Principles.~~** The continuous improvement of the City’s transportation system is dependent on coordinating all improvements to the transportation network and to develop improvements that support that network. The Transportation Element Goal recognizes transit, bicycle and pedestrian activities as alternative modes of transportation for each street in the community.

Policy 2-1.1.2: Implementation Guidelines. At a minimum, the City will incorporate the following principles into the City’s Mobility Plan and under applicable sections of the City’s Land Development Code regulations:

- Complete Streets criteria
- Interconnected street network
- Access management
- The City’s Pedestrian and Bicycle Circulation Plan (as updated)
- Transit opportunities through Lynx, SunRail and other providers
- Freight Mobility

~~Final Design for Streets.~~ The City shall seek citizen and business participation in those decision-making processes related to the transportation planning process, roadway modifications, transit service, the provision of bicycle and pedestrian amenities, and other design characteristics.

Policy 2-1.1.3: Policy 2-1.1.3: Provide a Bicycle Circulation System. The City, in partnership with Orange and Seminole Counties, MetroPlan Orlando, and other local and state agencies, will continue to plan, fund and construct a network of bicycle facilities as depicted in the Winter Park 2010 Pedestrian and Bicycle Circulation Plan Update as amended, to increase the non-motorized transportation system.

~~Traffic Calming Improvements to Local Streets.~~ The City shall periodically monitor the traffic levels on Local streets. The City shall design and build appropriate traffic calming measures to encourage vehicular speed appropriate for the neighborhood where warranted.

Policy 2-1.1.4: Policy 2-6.1: Intergovernmental Coordination. The City shall coordinate with all appropriate local, regional, state, and federal agencies, particularly the Cities of Orlando and Maitland, the Counties of Orange and Seminole, FDOT, LYNX and MetroPlan Orlando regarding the location, classification, planning, and construction of needed transportation system improvements within the City. The City shall ensure that all transportation system improvements support the transportation plan of Winter Park and the Goal outlined in this element. Updates of the City's Capital Improvements Element shall include applicable State and County facilities contained within the Orange County and FDOT adopted work programs that are located within the City of Winter Park.

~~Implementing Regulations.~~ The City shall utilize land use, zoning, the Land Development Code, concurrency management, transportation impact analyses, proportionate fair share and other applicable regulations to coordinate the design of network facilities, transit corridors, bicycle and pedestrian facilities, appropriate setbacks, rights of way, and centerlines of the roadway network. At a minimum, the City will revise applicable regulations to incorporate the following policies for all roadways:

- ~~The City shall promote the development of an interconnected street network.~~
- ~~The City shall prohibit the construction of cul-de-sacs, unless required by terrain.~~
- ~~The City will install stops signs and intersection signalization according to the warrants in the *Manual on Uniform Traffic Control Devices* (Millennium Edition).~~
- ~~The City will evaluate the elimination of access to businesses through the installation of street medians on a case-by-case basis.~~
- ~~The City does not support the conversion of two-way streets to one-way streets without full consultation of the impacted parties.~~
- ~~The City shall prohibit the construction of gates for residential neighborhoods or subdivisions.~~

Policy 2-1.1.5: SunRail Coordination. The City's Mobility Plan will prioritize and encourage the use of SunRail through enhanced sidewalks, improved and new bicycle facilities, and greater use of technology in support of mobility.

~~Pedestrian and Bicycle Advisory Board.~~ The City Council shall continue the function of the Pedestrian and Bicycle Advisory Board to review and improve the pedestrian and bicycle circulation system, and pursue and direct funding for improvements. Appointments to the Board shall be comprised of Winter Park residents made by City Council. Board Advisors shall include representatives from Planning and Community Development, Public Works, Public Safety, and Parks and Recreation.

Policy 2-1.6: Tree Canopy and Landscaping along Transportation System. Route-to-School Plan. The City shall by 2010, create a plan for school access for students living within the City that walk to school and those students that walk to schools within the City. At a minimum, the plan will recommend enhancements to the sidewalk, pedestrian crossings, and bicycle network. **Policy 2-1.11: Preserve and Enhance Existing Tree Canopy and Landscaping along Transportation System.** Street trees should be an Recognizing integral part of every street. The City's tree canopy and landscaping along the right-of-way, the City will see to protect the existing canopy and landscaping and expand it where possible in

~~support of the Mobility Plan. include landscaping in all transportation infrastructure enhancement projects, including pedestrianways, bicycle trails, multiuse trails, traffic calming, parking facility and roadway infrastructure investments. To preserve existing canopy trees, the City shall evaluate the impacts of all infrastructure investments within the roadway and pedestrian way right of way on the existing tree canopy. Wherever possible, impacts to the existing tree canopy shall be avoided. Where trees are impacted, the City shall ensure that there is mitigation for the impacts.~~

Policy 2-1.7: ~~Policy 2-6.5:~~ Support the Development of a Regional Trails System. The City will coordinate with MetroPlan Orlando, the Cities of Orlando and Maitland, and Counties of Orange and Seminole to identify, program, and fund pedestrian and multiuse trails within the City limits as part of a regional trails system. In particular, bicycle facilities in the City shall connect to regional facilities, including connections between the Dinky Line Trail and trails within Mead Gardens, and the Cady Way Trail and the Cross Seminole Trail.

~~**Sidewalk Inventory.** The City will continue to inventory the location and conditions of the sidewalk network, as well as crosswalk locations, on all roadways.~~

Policy 2-1.8: ~~Policy 2-6.7:~~ Facilitate Regional Transit at National Passenger Rail Station. The City will work with FDOT, Central Florida Regional Transportation Authority and the national passenger rail system (AMTRAK) to continue transit service that links national passenger rail users with major destinations in the City and region.

~~**Sidewalk Program Principles.** The City currently has a Sidewalk Program. The Sidewalk Program is based upon the following principles:~~

- ~~▪ Every Arterial and Collector level facilities will have a continuous sidewalk on both sides of the street.~~
- ~~▪ Every Local Street will have a continuous sidewalk on one side of the street.~~

Policy 2-1.1.9: Constrained Facilities within the Transportation Network. The City designates all roadways within the City as Constrained (no additional through lanes shall be added), except for Interstate 4. A comprehensive transportation study shall be required for all development or redevelopment within the City along these facilities, and if the adopted level of service cannot be met under current or future configuration, the City will determine the mitigating improvements.

~~**Sidewalk Program Priorities.** The priority installation of new sidewalks and the reconstruction of existing sidewalks on Arterial, Collector and Local Streets shall be generally ranked by the following categories:~~

- ~~1. Proximity to School (1/4 mile, or less)~~
- ~~2. Proximity to Transit Stop (1/4 mile, or less)~~
- ~~3. Proximity to Public Park (1/2 mile, or less)~~
- ~~4. Neighborhood or resident request~~

~~The order of construction within categories shall be determined by: vehicular traffic speed traffic, vehicular lane width, vehicular volumes, pedestrian usage, proximity to a pedestrian attractor, and construction feasibility.~~

Policy 2-1.1.10: Policy 2-1.1.10: Functional Classification. The City recognizes the roadway Functional Classification established by the Florida Department of Transportation, MetroPlan Orlando and the Federal Highway Administration; and the City designates additional roadways as City Collectors as illustrated in Figure X.

~~**Provide a Bicycle Circulation System.** The City, in partnership with Orange and Seminole Counties, MetroPlan Orlando, and other local and state agencies, will continue to plan, fund and construct a network of bicycle facilities as depicted in the Winter Park Bicycle Circulation Plan, to increase the non-motorized transportation system.~~

OBJECTIVE 2-2.1: LEVEL OF SERVICE STANDARDS. The City shall establish and utilize the level of service standards to determine capacity permitted by concurrency and the need for transportation improvements.

Policy 2-2.1: Level of Service Standards. The minimum level of service peak hour standard for non-State and non-county related municipal collector streets is D and municipal local streets is C. The following shall serve as the City's Level of Service standards on State, and County facilities as well as for transit.

State Facilities: Pursuant to Sec. 163.3180 (10) F.S., Strategic Intermodal System (SIS), Florida Interstate Highway System (FIHS) and Transportation Regional Incentive Program (TRIPS) roadway facilities funded by the state have level of service standards established by the FDOT by rule, and local governments must adopt those standards. Interstate 4 is the only SIS and FIHS roadway facility within the City. Currently, there are no TRIP funded facilities. Consistent with Chapter 14-94, F.S. (Statewide Minimum Level of Service Standards), the peak hour Level of Service standards for State-controlled facilities within the City are as follows:

Table 2-3 Peak Hour LOS Standards for State-Controlled Facilities			
Facility Type	SIS and FIHS Facilities	TRIP Funded Facilities	Other State Roads (*)
Limited Access Freeway	E	(N/A)	(N/A)
Interstate 4	D	(N/A)	(N/A)
Limited Access Highway	D	(N/A)	(N/A)
Controlled Access Highway	D	(N/A)	(N/A)
Other Multi-Lane	(N/A)	D	E
Two Lane Roadways Parallel to Exclusive Transit Facilities	(N/A)	D	E
	E	E	E

Notes: Level of Service letter designations are defined in the FDOT 2002 *Quality/Level of Service Handbook*.

(N/A) Not Applicable

(*) The Level of Service Standards for non-SIS, FIHS, and TRIP facilities may be set by local governments in accordance with Rule 9J5.0055, F.A.C.

County Facilities: Consistent with the Orange County Comprehensive Policy Plan and Concurrency Management System, the peak hour Level of Service standard for County controlled and non-SIS, FIHS and TRIP State Principal Arterials, Arterials and Collector level facilities within the City is "E".

Transit: Consistent with the Orange County Comprehensive Policy Plan and Concurrency Management System, the Level of Service standard for mass transit is to maintain a person trip capacity of not less than (37,886) per weekday. Transit capacity is defined as the number of available person trips provided system wide by mass transit.

~~Policy 2-2.2: Techniques for Improving Level of Service.~~ Where a road link is found to be deficient, the appropriate remedy is to invest in enhancements. All public and private investments to the transportation network or adjacent parcels shall not degrade a link's level of service.

Policy 2-1.1.11: Level of Service Standards. The City established the following Level of Service standards based on the tables below:

Pedestrian LOS Standard: LOS C

Bicycle LOS Standard: LOS C

Transit LOS Standard: LOS D

Roadway LOS Standard: LOS E

Pedestrian Level of Service Thresholds

Functional Classification	Sidewalk Coverage		
	LOS C	LOS D	LOS E
Arterials and Collectors	85% to 100%	50% to 84%	0% to 49%
Local Roadways	0% to 100%	n/a	n/a

Bicycle Level of Service Thresholds

Functional Classification	Paved Shoulder/Bicycle Lane/Trail Coverage/Sharrow		
	LOS C *	LOS D	LOS E
Arterials and Collectors	85% to 100%	50% to 84%	0% to 49%
Local Roadways	0% to 100%	n/a	n/a

* - LOS C can be achieved by providing equivalent bicycle facility parallel to subject roadway.

Transit Level of Service Thresholds

Sidewalk Coverage	Transit Vehicles in Peak Hour in Peak Direction			
	LOS B	LOS C	LOS D	LOS E
0% to 84%	≥ 5	≥ 4	≥ 3	≥ 2
85% to 100%	≥ 4	≥ 3	≥ 2	≥ 1

The City recognizes the appropriate method for measuring roadway level of service as the methods described in the latest Highway Capacity Manual (HCM) published by the Transportation Research Board (TRB). Other acceptable methods include evaluating level of service using the FDOT 2013 Quality/Level of Service Handbook (including FDOT programs such as ARTPLAN), and MetroPlan Orlando's Travel Time Runs. The acceptable K factors and D factors shall be the most recently measured values at the location being evaluated. Values for future conditions shall be determined by the City's Traffic Engineer. The City shall consider level of service calculations based on more in-depth studies of roadway operation as these are available, provided that such studies are prepared in a professionally acceptable manner and, if necessary, are subjected to independent review and confirmation. Such studies may be performed by regional agencies, the City and/or individual developers subject to the stipulations herein.

~~Policy 2-1.12: Provide Service to Public Facilities.~~ The City shall coordinate with all appropriate transportation providers to evaluate and expand, if necessary, transportation infrastructure investments to parks, recreational facilities, schools, community centers, government offices, and health care facilities.

~~Policy 2-1.13: Administrative Classification.~~ The administrative classifications for roadways within Winter Park are listed in Table 2-1.

Table 2- 1: Administrative Classifications

<i>Administration</i>	<i>State Designation</i>	<i>Local Designation</i>
State	US 17-92	Orlando Avenue
	SR 423	Lee Road
	SR 426	Fairbanks Avenue, Aloma Avenue
	SR 527	Orange Avenue (US 17-92 to Clay Avenue)
	SR 400/I-4	Interstate 4
City	All Other Roads	

Policy 2-1.14: Functional Classification. The functional classification for the roadways within Winter Park are listed in Table 2-2.

Table 2-2: Functional Classification of Roads within Winter Park

<i>Roadway</i>	<i>Functional Classification</i>
Interstate 4	Limited Access Freeway
Fairbanks/Osceola/Brewer/ Aloma Avenue (SR 426)	Principal Arterial
Lee Road (SR 423)	Principal Arterial
Orange Ave (SR 527)	Principal Arterial
Orlando Ave (US 17-92)	Principal Arterial
Glenridge Avenue	Collector
Howell Branch Avenue	Collector
Lakemont Avenue	Collector
Clay Avenue	Collector
Denning Drive (N. of Orange Ave)	Collector
Morse Boulevard	Collector
New York Avenue	Collector
Palmer Avenue	Collector
Park Avenue	Collector
Pennsylvania / Lake Sue/W. P. Road	Collector
Temple Avenue	Collector
Webster Avenue	Collector
Winter Park	Collector
Cady Way	Collector
Alabama Drive	Collector
Canton Avenue	Collector
Holt Avenue	Collector
Minnesota Avenue	Collector
Mizell Avenue	Collector
Perth Avenue	Collector
Interlachen Avenue	Collector
New England Avenue	Collector
All Other Roads	Local

Policy 2-1.15: Street Tree Program. ~~The City will continuously fund its Street Tree Program. The City shall revise current procedures in the Street Tree Program on Arterial, Collector and Local roadways to further the following principles:~~

- ~~Trees shall be installed in areas equal to or larger than 25 square feet.~~
- ~~The City shall fund the installation of street trees.~~
- ~~The City shall initiate the installation of trees on all Arterial, Collector and Local Streets and shall maintain an ongoing tree maintenance program.~~
- ~~The installation of the trees will be made in accordance with applicable State, County and local roadway design standards, including but not limited to recovery areas and line of sight standards.~~

Policy 2-2.3: Numerical Indicators. ~~In order to measure the achievement of the mobility goals established in the Comprehensive Plan, the City shall annually collect the following numerical indicators:~~

- ~~Vehicular: crash rates, daily and peak hour traffic counts~~
- ~~Bus Transit: ridership, revenue hours, revenue miles (for routes that serve Winter Park)~~
- ~~Pedestrian and bicycle: crash rates, sidewalk inventory (including location and conditions), bicycle facility inventory~~
- ~~Commuter Rail Transit: ridership (boarding and alightings), revenue hours, revenue miles~~

Policy 2-2.4: Monitoring and the Commuter Rail Before and After Study. ~~The Federal Transit Administration requires the collection and analysis of information to identify the impacts of the Central Florida Commuter Rail Transit project and the accuracy of the forecasts prepared during project planning and development on five key project characteristics generated during project planning and development: (1) project scope; (2) transit service levels; (3) capital costs; (4) operating and maintenance costs; and (5) ridership patterns and revenues. The Florida Department of Transportation (FDOT) will conduct the Central Florida Commuter Rail Transit (CFCRT) Project's Before and After (B&A) Study, which will report on the five project characteristics at the five major milestones. The study is intended to track changes in these characteristics, assess the changes, and report on the factors that influenced these changes. The City of Winter Park will assist FDOT in this study with regard to the Winter Park Station, and will utilize the information collected to assess the mobility impact of the CFCRT Project on the City's transportation network. Based on this information and the data collected in 2-2.3, the City shall work with FDOT and the regional funding partners to enhance the positive aspects of the CFCRT project, and assist FDOT and the MPO in making adjustments to the regional mobility strategy, including the identification of additional mobility improvements.~~

Policy 2-2.5: Constrained Roadways. ~~The following roadways are designated constrained within the City of Winter Park.~~

- ~~State~~
 - ~~Lee Road (SR 423), west of SR 400/I-4~~
 - ~~Fairbanks Avenue, Aloma Avenue (SR 426)~~
 - ~~Orange Avenue (SR 527), US 17-92 to Clay Avenue~~
- ~~City~~
 - ~~Local Streets,~~
 - ~~Orange Avenue, US 17-92 to SR 426~~

~~As with all development or redevelopment within the City, development applications along these facilities shall be subject to concurrency, and if needed, proportionate fair share. A comprehensive transportation study shall be required, and if the adopted level of service cannot be met under current or future configuration, the City will determine the mitigating improvements. Through the City's transportation concurrency and proportionate fair share regulations, private developers shall contribute to the City's~~

multimodal transportation system. As parcels are developed or redeveloped, the site design shall conform to applicable city, county and state standards, the requirements in the City's Land Development Code, transportation impact analysis requirements and concurrency requirements. Improvements required of development applicants may include, but are not limited to the following:

- Intersection improvements,
- Traffic Calming measures,
- On-site pedestrian circulation plan, including connecting the public sidewalk to the primary building entrance and direct cross access connections to all adjacent parcels,
- Pedestrian access requirements, including extending the sidewalk network on all public streets within ¼ mile of the parcel,
- Bicycle parking requirements,
- Bicycle connections to adjacent parcels,
- Bicycle circulation from adjacent public streets and off-street bike trails to bicycle parking area,
- Connection of established transit stops to the sidewalk network,
- Improvements to existing transit routes including increased service levels,
- Improvements to increase the capacity of the commuter rail system
- New transit fixed routes,
- Transit Circulator routes.
- New transit fixed facilities such as Bus Rapid Transit (BRT),
- Incorporation of established transit stops into the site's building placement and design, and
- Bus stop amenities,
- Transportation System Management (TSM) improvements,
- Intelligent Transportation Systems (ITS) improvements, and
- Transportation Demand Management (TDM) techniques.
- Roadway widenings,
- Improvements to parallel facilities,
- Creation of parallel facilities,

OBJECTIVE 2.3.1: PROVIDE ADEQUATE ACCESSIBILITY TO ACTIVITIES. To provide adequate accessibility to land use activities, the City shall continue to adopt and enforce policies, standards, and regulations which relate the design, function, and balance of transportation facilities to the type, size and location of the land uses which they serve.

Policy 2.3.1: Monitor Development and Service Level. For streets within Winter Park, the City will monitor development trends and multimodal standards as part of the development review process to ensure that new development will occur concurrent to or after provision of needed transportation facilities or services.

Policy 2.3.2: Land Development Regulations/Adequate Facilities Requirements. The City shall continue to adopt and enforce policies, standards and regulations that promote a balanced transportation system. Through the policies, standards and regulations in the Land Development Code the City shall continue to require the accommodation of desirable features in site planning and design. Such features may include, but are not be limited to:

- Vehicle parking requirements, including ratio of minimum and maximums parking space requirements, with adjustments for shared parking in areas with a mix of land use types and parking development
- Bicycle parking requirements
- For all non-single family zoning, on-site pedestrian circulation plan, including connecting the public sidewalk to the primary building entrance and direct cross access connections to all adjacent parcels

- ~~For all non single family zoning, pedestrian access requirements, including extending the sidewalk network (5 foot minimum) on all public streets within ¼ mile of the parcel~~
- ~~Bicycle circulation from adjacent public streets and off-street bike trails to bicycle parking area~~
- ~~Connection of established transit stops to the sidewalk network~~
- ~~Incorporation of established transit stops into the site's building placement and design, and~~
- ~~Adequate pedestrian, bicycle, and vehicular access from private development to on-site and adjacent parks, schools, community centers, government offices and health care facilities.~~

~~Policy 2-3.3: Cross Access and Access Management for State Roadways.~~ ~~To maintain or improve mobility on State roadways, sites shall be designed to manage access to State roadways. These access management techniques and activities may include, but are not limited to:~~

- ~~Direct cross access connections to all adjacent parcels (except parcels with single family zoning);~~
- ~~No inherent right of direct access to arterial streets for out-parcels, unless such access is the only access available to the property;~~
- ~~Design that directs primary access toward adjacent Collector and Local level facilities, with limited secondary access to the adjacent State roadway;~~
- ~~Limitation of access points to one major access point or curb cut along each roadway frontage; additional access and egress points may be granted for unusually large parcels, based on site characteristics or as considered appropriate by the Traffic Engineer and approving agencies, to provide for safe and efficient site related traffic movements on adjacent street;~~

~~Access shall be in conformance with the Florida Department of Transportation Access Management Standards pursuant to Florida Administrative Code Chapter 14-96 (State Highway System Connection Permits, Administrative Process) and Chapter 14-97 (State Highway System Access Management Classification System and Standards) as periodically amended and updated.~~

~~Policy 2-3.4: Development Order Approval.~~ ~~A Development Order will not be approved unless adequate facilities are provided concurrent with the impacts of development. A Concurrency Management Ordinance is a part of the land development regulations. Adequate public facilities requirements shall include:~~

- ~~Requirements as stated in Policy 2-2.5,~~
- ~~Payment of a fee that is proportional to the additional vehicular impact on the existing City infrastructure associated with the development, and~~
- ~~Commitment of the Developer's fair share no later than the City's approval to commence construction.~~

~~Policy 2-3.5: Transportation Impact Analysis Submittal Requirements.~~ ~~The City has Transportation Impact Analysis criteria within the Land Development Code that requires new development to submit detailed studies addressing traffic, transit, bicycle, and pedestrian impacts. The studies will include mitigation measures to address the impact of the new development on the existing transportation network. . These studies, the cost of which are to be borne by the developer, shall be undertaken after a conference with the city staff where the study scope shall be reviewed and determined as sufficient by the City. The study then shall identify all development improvements required due to direct and indirect access, as well as the development's related transportation improvements to meet concurrency. The costs of the identified improvements and the development's proportionate fair share costs shall be determined from the Transportation Impact Analysis.~~

~~Policy 2-3.6: Coordination and Assistance for Private Project Developers.~~ ~~The City's Public Works Department and Planning and Community Development Department shall coordinate with project developers in the planning and implementation of new roadways and in providing interconnections~~

~~between these and existing roadways with respect to utilities, drainage, signage and permitting by providing review and comment on plans and designs.~~

GOAL 2-2: SAFE TRANSPORTATION NETWORK. Winter Park seeks to create a safe transportation system for all modes of travel.

OBJECTIVE 2-2.1: SAFETY FOR ALL MODES OF TRANSPORTATION. The City ~~will strive to~~ shall provide the safest possible transportation network using all means necessary including development review, technology and redesign.

Policy 2-2.1.1: Transportation Safety. The Winter Park Police Department will provide crash summary reports each quarter to the Transportation Advisory Board and City Staff. If determined appropriate by City staff, a study will be initiated to identify potential strategies (i.e., engineering, enforcement, education or technology) to address the safety issues associated with the crashes.

Policy 2-2.1.2: Pedestrian and Bicycle Safety. The City will annually review the FDOT Safety Office Geographic Information System Crash Query Tool to identify locations with multiple pedestrian or bicycle crashes and initiate studies to identify potential improvements to improve the safety for pedestrians and cyclist where warranted.

Policy 2-2.1.3: Roadway Safety. The City will annually review the FDOT High Crash Locations Web Application to determine if any high crash intersections or facilities are located in the City and if so, will initiate a study to identify potential improvements to increase the safety of the roadway or intersection.

Policy 2-2.1.2: Cross Access and Access Management. To maintain or improve mobility and safety on roadways, sites shall be designed to manage access to roadways. These access management techniques and activities may include, but are not limited to:

- Direct cross access connections to all adjacent parcels (except parcels with single family zoning);
- No inherent right of direct access to arterial streets for out-parcels, unless such access is the only access available to the property;
- Design that directs primary access toward adjacent Collector and Local level facilities, with limited secondary access to the adjacent State roadway;
- Limitation of access points to one major access point or curb cut along each roadway frontage; additional access and egress points may be granted for unusually large parcels, based on site characteristics or as considered appropriate by the Traffic Engineer and approving agencies, to provide for safe and efficient site-related traffic movements on adjacent street.

GOAL 2-3: PURSUIT OF TECHNOLOGY AND INNOVATION: The City ~~will strive to~~ be the premier community within Central Florida using advanced technology and innovation to create a safe and efficient transportation system.

OBJECTIVE 2-3.1: INNOVATIVE TRANSPORTATION INFRASTRUCTURE: The City will embrace innovative transportation infrastructure to ensure that travel is safe and efficient, through prioritization of pedestrians, bicyclists and transit users.

Policy 2-3.1.1: Intelligent Transportation System. The City will continue to invest in Intelligent Transportation System (ITS) solutions to improve the efficiency of the arterial roadway system as well as cross streets which serve local traffic. The ITS will consider bus priority and improved pedestrian crossings.

Policy 2-3.1.2: Web Site and Smart Phone Apps. The City will invest in web site and smart phone apps which enhance mobility for pedestrians, bicyclists, transit riders, automobiles and freight delivery; as well as providing real time information for parking, and other transportation related activities.

Policy 2-3.1.3: Automated Vehicles. The City will consider improvements to support automated vehicles which promote improved safety and efficiency.

Policy 2-3.1.4: Innovative Transportation Services. The City will consider improvements to support existing and evolving innovative modes of transportation, such as bicycle sharing programs, Uber, Lyft and other such services.

Policy 2-3.1.5: Alternative Fuel. The City will continue to support alternative fuel vehicles through encouraging the provision of charging stations throughout the City.

GOAL 2-4: FUNDING OPPORTUNITIES. The City will pursue innovative funding strategies to implement a balanced and safe transportation system.

OBJECTIVE 2-4.1 FUNDING PARTNERSHIPS: The City will work with governmental partnerships, private developers and the community to fund and share in the cost of a balanced transportation network

Policy 2-4.1.1 Policy 2-4.4:: Transportation Funding Sources. The City shall continue to fund transportation improvements, operation, and maintenance costs of the applicable Arterial, and all Collector and Local Streets, Sidewalk Program, Street Tree Program, and pedestrian and bicycle facilities through available sources of revenue, which include, but are not be limited to:

- State and Federal funds,
- Constitutional gas tax,
- Local road and bridge ad valorem tax,
- Local option gas tax,
- Local option sales tax,
- General revenue funds,
- Special grants,
- ~~Bond funding~~
- Special assessment districts, and
- ~~Proportionate fair share , and~~
- Development site access and off-site impact assessments.
-

The City may jointly fund projects with other entities as appropriate. ~~Orange County, City of Orlando, City of Maitland, Florida Department of Transportation.~~

Policy 2-4.1.2: Mobility Fees: Within 24 months of adoption of the City's Mobility Plan, the City will explore the use and implementation of a mobility fee as a means to fund improvements to the Mobility Plan.

Policy 2-4.1.3: Regional Mobility Strategy. Policy 2-4.4: The City currently has agreed to contribute local funding for ~~the Central Florida Commuter Rail Transit project SunRail~~, which is a cornerstone of the regional mobility strategy. In order to continue this partnership and cooperation, the City commits, on a proportional basis, to program and budget revenue on other regional mobility improvements within the City limits, which are consistent with our Mobility Plan, coordinating the City's Five-Year Capital Improvements Plan with improvements identified in MetroPlan Orlando's Transportation Improvement Program (TIP) and Long Range Transportation Plan. The City will work

with the Florida Department of Transportation (FDOT) in the planning, implementation and operation of SunRail, the regional Transportation Improvement Program (TIP), the Orlando Urban Area Transportation Study (OUATS) Financially Constrained Network, and the OUATS Transportation Needs Network. Thus, on any new future capacity increasing improvement within the City (with the exception of Interstate 4) that will be part of a future MPO Transportation Improvement Program or Long Range Financially Constrained Transportation Network, the City will track all new development trips within the City. The City will use those trips, as well as the State's Development of Regional Impact Proportionate Share formula (as per Chapter 380.06(15)(e), Florida Statutes) to provide the City's fair share to those future new regional improvements for the portion of the project within the City. This commitment will be maintained provided the State of Florida continues to provide the authority for the City to assess transportation impact fees and implement proportionate fair share extractions from new development and redevelopment.

Policy 2-4.1.4: Participate in Regional Transportation Planning Efforts. In order to pursue funding for the City's Mobility Plan within the regional transportation system, the City will continue to develop its partnership with FDOT, MetroPlan Orlando and Orange County to ensure that the City's Mobility Plan is incorporated into MetroPlan Orlando's Long Range Transportation Plan.

OBJECTIVE 2-4.1: SHARE TRANSPORTATION COSTS. The City, private developers, residents, and other partner governments shall share the costs of provision and maintenance of a balanced transportation network.

Policy 2-4.2: Capacity Increasing Improvements on the State Highway Roadway System

The City commits, in the review and approval of development and redevelopment projects that generate net new trips, to require mobility improvements that increase the capacity and decrease the travel time on the adjacent state facility. The City shall utilize techniques such as, but not limited to elimination of driveways, turn lane improvements, joint access, cross access, acceleration and deceleration lanes, signal timing and other improvements determined in consultation with the Florida Department of Transportation. In order to facilitate more efficient regional and local mobility, the City is investigating several intersections along State roadway facilities where low cost improvements can be made by the City to improve the operating conditions. The City will coordinate with the Florida Department of Transportation on these potential improvements.

Policy 2-4.3: Funding of Transit Capital Improvements

An effective transit system is a critical component of a balanced transportation system. To promote the effectiveness of the transit system, the City shall partner with the Central Florida Regional Transportation Authority (LYNX). Where appropriate and as determined by the Transportation Impact Analysis, the City will require new development to fund up to half of bus transit capital costs, all of the capital costs for bus shelters/transit amenities, full funding for maintenance of the bus shelters/amenities and the net operations and maintenance costs for new or modified existing bus routes, less fare box revenues.

Policy 2-4.5: Proportionate Fair Share

The City has an extensive multimodal transportation system, funded by current and past residents and business owners. New residential and business development shall pay a proportionate fair share of the cost of additional demands, caused by additional development, to that transportation network.

Policy 2-4.6: Proportionate Fair Share Principles

The City has established a process for assessing a proportionate fair share for new development and redevelopment within the City. That process incorporates the following principles:

- The proportionate fair share shall be in proportion to the additional transportation demands on the transportation system introduced by the development.

- ~~Credits that offset the proportionate fair share charge may come from improvements to the transportation system on the development site and within a quarter mile of the site.~~
- ~~Exempt from proportionate fair share are:~~
 - ~~Developments of single family homes or single duplexes within existing platted subdivisions of record where all infrastructure required within the subdivision to support the property has been provided by the developer, and~~
 - ~~Other developments determined to introduce minimal impacts on the City's transportation system, as defined in the land development regulations.~~
- ~~Proportionate fair share shall fund the construction, reconstruction, and maintenance of the City's multimodal transportation system.~~

~~OBJECTIVE 2.5.1: DEVELOPMENT AND REDEVELOPMENT CONTRIBUTE TO TRANSPORTATION SYSTEM.~~ The City shall ensure that development and redevelopment of land and structures contributes to a balanced transportation system.

~~Policy 2.5.1: Reducing Travel Demand through Land Use.~~ When compatible with surrounding development, the City will require land use mix, density and site plan layout/phasing which supports reduced travel demand, shortened trip lengths, higher internal capture, and balanced trip demand.

~~Policy 2.5.2: Location and Design of New Facilities.~~ The City shall utilize the Transportation Element, land use, zoning, the Land Development Code, and other applicable regulations to coordinate the location and design of new roadway network facilities, transit corridors, bicycle, and pedestrian facilities.

~~Policy 2.5.3: Right of Way Preservation.~~ Where transportation improvement projects that further the goals of the Comprehensive Plan are planned by the City of Winter Park for roadway widening, intersection improvements, transit, bikeway or pedestrian improvements, the City shall, in review and in the issuance of building permits for new construction or redevelopment, insure that any needed right of way is protected and reserved by prohibiting building construction in these areas. The City shall seek to obtain donations or dedications of needed right of way by developers, where feasible, which may contribute to the development's proportionate fair share due to project impacts. The aforementioned right of way protections shall be incorporated within the City's Land Development Code.

~~Policy 2.5.4: Review for Safe and Convenient Traffic Circulation.~~ Building permits for all new non-residential and multi-family residential construction, reconstruction, and substantial renovation for buildings or parking lots shall be reviewed by the Police Department and modifications required, if necessary, to ensure that there is safe and convenient on-site traffic flow and access/egress for parking of both motorized and non-motorized vehicles and pedestrian and bicycle circulation.

~~Policy 2.5.5: Additional Demand Management Techniques for Developments Impacting Streets within the City.~~ New or expanded Developments of Regional Impacts (DRI) and large scale Planned Developments whose traffic is projected to utilize the City's transportation network shall be subject to additional enhancement techniques and activities. To decrease the peak hour demand on the City's transportation network, tenants shall participate in transportation demand management activities. These activities may include, but are not limited to:

- ~~Ride-sharing;~~
- ~~Transit and bicycle accessibility;~~
- ~~Staggered work hours.~~

Policy 2.5.6: Facilitate Vehicular Travel Reduction with Major Institutions

The City will work with large institutions and employers, including but not limited to Rollins College and Winter Park Memorial Hospital, to develop Transportation Demand Management measures, which may include but are not limited to a carpool program, transit subsidies, and parking programs, to reduce the vehicle miles traveled associated with students, faculty, staff, and visitors of each institution or employer.

OBJECTIVE 2-6.1: COORDINATE EFFORTS. The City will coordinate transportation planning, funding, design and implementation efforts with all relevant levels and agencies of government.

Policy 2-6.2: Participate in Regional Transportation Planning Efforts. In order to pursue the City's transportation plan within the regional transportation system, the City will continue its participation in MetroPlan Orlando, at a minimum through its Transportation Technical Committee, Citizens' Advisory Committee, Bike/Pedestrian Advisory Committee, and Municipal Advisory Committee. The City will work with MetroPlan Orlando to include in the Orlando Urban Area Transportation System plan regional enhancements in the roadway network, in transit services and in pedestrian and bicycle facilities that would improve or maintain the current transportation system and are compatible with the Winter Park's transportation plan and the Goal outlined in this element.

Policy 2-6.3: Regional and Local Bus System. The City will work with the Central Florida Regional Transportation Authority (LYNX) to provide local and regional transit service to existing and future residents that serves the transportation needs of City and supports the Goals of this element.

Policy 2-6.4: Support Alternatives to Interstate 4 Corridor. The City will work with the Florida Department of Transportation to enhance the transportation network supporting Interstate 4 by encouraging transit enhancements, access management improvements and Intelligent Transportation System measures along US 17-92 and other roadways that parallel Interstate 4.

Policy 2-6.6: Regional Commuter Rail Transit System. The City will work with the Florida Department of Transportation (FDOT) in the planning and implementation of the Central Florida Commuter Rail Transit System. Because of the unique character of the City and specifically the uniqueness of Central Park and the close proximity that a future station could be placed, the City will be involved in all aspects of the planning and location of a station to include station design.

Policy 2-6.8: Regional Freight Mobility Study. The City will work with MetroPlan Orlando in conducting a freight mobility study within Central Florida with the purpose of reducing or eliminating freight rail service on the CSX main line through Winter Park.

Policy 2-6.9: Coordinated Transportation System. The City will coordinate with FDOT regarding the Department's adopted work program, and with MetroPlan Orlando regarding the Long Range Financially Constrained Network, the five year Transportation Improvement Program (TIP), and the Unified Planning Work Program (UPWP) for mobility projects within and adjacent to the City. In addition, the City will coordinate with Orange County on mobility projects within and adjacent to the City regarding the Orange County Long Range Transportation Plan (LRTP) or the most current annual update by reference as the County's 20-year roadway improvement program. This annually updated plan represents the County's cost-feasible improvement plan that addresses current and future roadway deficiencies. Updates of the City's Capital Improvements Element shall include applicable State and County facilities contained within the Orange County and FDOT adopted work programs that are within the city limits.

Table 2-4: Generalized Vehicular Levels of Service

City of Winter Park Roadway Network, Adopted Level of Service, Existing/Future Lane and Roadway Service Volumes																	
Segment				Adopted	Functional	Existing	Existing Service Volume					2018	2018 Service Volume				
Number	Street Name	From	To	LOS	Class	Lanes	A	B	C	D	E	Lanes	A	B	C	D	E
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
2	Cady Way	Perth Ln	Ranger Blvd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
3	Canton Avenue	Orlando Ave	Denning Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
4	Canton Avenue	Denning Ave	Park Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
5	Canton Avenue	Park Ave	Interlachen Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
6	Clay Street	Berkshire Ave	Minnesota Ave	D	Collector	2LU	0	220	720	860	890	2LU	0	220	720	860	890
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	Collector	2LU	0	220	720	860	890	2LU	0	220	720	860	890
8	Denning Drive	Park Ave	Webster Ave	D	Collector	2LU	0	0	360	570	608	2LU	0	0	360	570	608
9	Denning Drive	Webster Ave	Fairbanks Ave	D	Collector	4LU	0	0	840	1,215	1,290	4LU	0	0	840	1,215	1,290
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	Collector	4LU	0	0	840	1,215	1,290	4LU	0	0	840	1,215	1,290
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	Collector	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	Collector	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
16	Interlachen Avenue	New England Ave	Canton Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
17	Interstate 4	Princeton St	Fairbanks Ave	E	Arterial	8LD	2,340	3,940	5,700	7,380	8,380	10LD	3,350	5,640	8,160	10,570	12,000
18	Interstate 4	Fairbanks Ave	Lee Rd	E	Arterial	8LD	2,340	3,940	5,700	7,380	8,380	10LD	3,350	5,640	8,160	10,570	12,000
19	Lake Sue Avenue	Fawcett Rd	Winter Park Rd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	Collector	4LU	0	0	870	1,550	1,630	4LU	0	0	870	1,550	1,630
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	Collector	4LU	0	0	870	1,550	1,630	4LU	0	0	870	1,550	1,630
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	Collector	3L	0	0	720	1,140	1,215	3L	0	0	720	1,140	1,215
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	Collector	2L	0	0	600	950	1,013	2L	0	0	600	950	1,013
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	Collector	3L	0	0	720	1,140	1,215	3L	0	0	720	1,140	1,215
23	Lee Road Extension	Orange Ave	Denning Ave	D	Collector	N/A	N/A	N/A	N/A	N/A	N/A	2LU	0	220	720	860	890
24	Minnesota Avenue	Clay St	Orlando Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
28	Morse Boulevard	Orlando Ave	Denning Ave	D	Collector	4LD	0	0	480	760	810	4LD	0	0	480	760	810
29	Morse Boulevard	Denning Ave	Park Ave	D	Collector	4LD	0	0	480	760	810	4LD	0	0	480	760	810
30	Morse Boulevard	Park Ave	Interlachen Ave	D	Collector	4LD	0	0	480	760	810	4LD	0	0	480	760	810
31	New England Avenue	Pennsylvania Ave	Park Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
32	New England Avenue	Park Ave	Fairbanks Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
33	New York Avenue	Park Ave	Webster Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
34	New York Avenue	Webster Ave	Morse Blvd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
36	New York Avenue	Fairbanks Ave	Holt Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
37	Orange Avenue	Orlando Ave	Fairbanks Ave	D	Collector	4LU	188	1,148	1,358	1,395	1,395	4LU	188	1,148	1,358	1,395	1,395
38	Palmer Avenue	Park Ave	Temple Dr	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
40	Park Avenue	Orlando Ave	Denning Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
41	Park Avenue	Denning Ave	Palmer Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
42	Park Avenue	Palmer Ave	Webster Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
43	Park Avenue	Webster Ave	Morse Blvd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
45	Park Avenue	Fairbanks Ave	Holt Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810

47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
50	Pennsylvania Avenue	Minnesota Ave	Fawcett Rd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
51	Perth Lane	Mizell Ave	Cady Way	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
53	SR 423 (Lee Road)	I-4	Orlando Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	Arterial	4LD	0	220	1,360	1,710	1,800	4LD	0	220	1,360	1,710	1,800
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	Arterial	4LU	0	210	1,290	1,620	1,710	4LU	0	210	1,290	1,620	1,710
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	Arterial	4LD	0	220	1,360	1,710	1,800	4LD	0	220	1,360	1,710	1,800
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	Arterial	4LD	0	220	1,360	1,710	1,800	4LD	0	220	1,360	1,710	1,800
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	Arterial	4LU	0	210	1,290	1,620	1,710	4LU	0	210	1,290	1,620	1,710
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	Arterial	4LU	0	210	1,290	1,620	1,710	4LU	0	210	1,290	1,620	1,710
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LU	250	1,530	1,810	1,860	1,860
63	Temple Drive	City Limits	Howell Branch Rd	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	Arterial	4LD	250	1,530	1,810	1,860	1,860	4LD	250	1,530	1,810	1,860	1,860
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	Arterial	6LD	380	2,330	2,720	2,790	2,790	6LD	380	2,330	2,720	2,790	2,790
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
71	Webster Avenue	Orlando Ave	Denning Ave	D	Collector	4LU	0	0	1,120	1,620	1,720	4LU	0	0	1,120	1,620	1,720
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	Collector	2LU	0	0	500	800	850	2LU	0	0	500	800	850
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810
75	Winter Park Road	Glenridge Way	City Limits	D	Collector	2LU	0	0	480	760	810	2LU	0	0	480	760	810

Source: FDOT 2002 Quality/Level of Service Handbook (as updated), Highway Capacity Manual and City of Winter Park

Table 2-5: Existing Conditions Analysis

Segment Number	Street Name	From	To	Adopted LOS	AADT	Existing Lanes	Peak Hour Pk Direction	Existing LOS
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	3,765	2LU	208	C
2	Cady Way	Perth Ln	Ranger Blvd	D	6,298	2LU	294	C
3	Canton Avenue	Orlando Ave	Denning Ave	D	3,746	2LU	175	C
4	Canton Avenue	Denning Ave	Park Ave	D	1,347	2LU	63	C
5	Canton Avenue	Park Ave	Interlachen Ave	D	1,418	2LU	66	C
6	Clay Street	Berkshire Ave	Minnesota Ave	D	10,414	2LU	487	C
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	11,142	2LU	703	C
8	Denning Drive	Park Ave	Webster Ave	D	7,315	2LU	342	C
9	Denning Drive	Webster Ave	Fairbanks Ave	D	8,606	4LU	402	C
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	6,013	4LU	281	C
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	14,771	2LU	710	D
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	19,280	2LU	901	F
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	3,902	2LU	182	C
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	30,805	4LD	1,431	B
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	34,604	4LD	1,497	B
16	Interlachen Avenue	New England Ave	Canton Ave	D	5,943	2LU	278	C
17	Interstate 4	Princeton St	Fairbanks Ave	D	204,420	8LD	8,924	F
18	Interstate 4	Fairbanks Ave	Lee Rd	D	200,630	8LD	8,759	F
19	Lake Sue Avenue	Fawsett Rd	Winter Park Rd	D	7,383	2LU	345	C
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	17,408	4LU	941	D
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	18,541	4LU	867	C
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	20,324	3L	803	D
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	20,324	2L	803	D
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	20,324	3L	803	D
23	Lee Road Extension	Orange Ave	Denning Ave	D	N/A	N/A	N/A	N/A
24	Minnesota Avenue	Clay St	Orlando Ave	D	8,472	2LU	396	C
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	9,095	2LU	425	C
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	3,204	2LU	150	C
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	8,969	2LU	419	C
28	Morse Boulevard	Orlando Ave	Denning Ave	D	8,240	4LD	385	C
29	Morse Boulevard	Denning Ave	Park Ave	D	7,049	4LD	329	C
30	Morse Boulevard	Park Ave	Interlachen Ave	D	5,858	4LD	274	C
31	New England Avenue	Pennsylvania Ave	Park Ave	D	2,990	2LU	140	C
32	New England Avenue	Park Ave	Fairbanks Ave	D	3,400	2LU	159	C
33	New York Avenue	Park Ave	Webster Ave	D	6,155	2LU	288	C
34	New York Avenue	Webster Ave	Morse Blvd	D	7,982	2LU	373	C
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	8,637	2LU	404	C
36	New York Avenue	Fairbanks Ave	Holt Ave	D	4,059	2LU	190	C
37	Orange Avenue	Orlando Ave	Fairbanks Ave	D	17,985	4LU	841	B
38	Palmer Avenue	Park Ave	Temple Dr	D	11,187	2LU	615	D
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	11,074	2LU	518	D
40	Park Avenue	Orlando Ave	Denning Ave	D	10,930	2LU	544	D
41	Park Avenue	Denning Ave	Palmer Ave	D	5,007	2LU	231	C
42	Park Avenue	Palmer Ave	Webster Ave	D	7,157	2LU	382	C
43	Park Avenue	Webster Ave	Morse Blvd	D	8,588	2LU	458	C
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	10,306	2LU	550	D
45	Park Avenue	Fairbanks Ave	Holt Ave	D	3,144	2LU	168	C
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	2,706	2LU	127	C
47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	4,163	2LU	195	C
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	5,337	2LU	250	C
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	6,510	2LU	304	C
50	Pennsylvania Avenue	Minnesota Ave	Fawsett Rd	D	6,778	2LU	317	C
51	Perth Lane	Mizell Ave	Cady Way	D	7,634	2LU	357	C
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	2,432	2LU	114	C
53	SR 423 (Lee Road)	I-4	Orlando Ave	D	40,567	4LD	1,780	C
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	30,877	4LD	1,443	D
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	37,469	4LU	1,751	F
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	40,224	4LD	1,880	F
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	42,986	4LD	2,009	F
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	44,367	4LU	2,074	F
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	45,058	4LU	2,106	F
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	45,748	4LD	2,140	F
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	50,446	4LD	2,358	F
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	13,579	4LU	676	B
63	Temple Drive	City Limits	Howell Branch Rd	D	5,619	2LU	309	C
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	6,042	2LU	333	C
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	34,103	4LD	1,594	C
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	34,103	4LD	1,594	C
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	39,997	4LD	1,869	F
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	43,017	4LD	2,011	F
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	46,037	6LD	2,152	B
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	2,314	2LU	108	C
71	Webster Avenue	Orlando Ave	Denning Ave	D	14,854	4LU	694	C
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	11,503	2LU	538	D
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	8,151	2LU	381	C
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	7,065	2LU	330	C
75	Winter Park Road	Glenridge Way	City Limits	D	8,057	2LU	464	C

Table 2-6: Future Year 2013 Conditions Analysis

Winter Park 2013 Conditions Analysis								
Segment Number	Street Name	From	To	Adopted LOS	2013 AADT	2013 Lanes	Peak Hour Pk Direction	2013 LOS
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	3,952	2LU	218	C
2	Cady Way	Perth Ln	Ranger Blvd	D	6,697	2LU	313	C
3	Canton Avenue	Orlando Ave	Denning Ave	D	5,949	2LU	278	C
4	Canton Avenue	Denning Ave	Park Ave	D	4,029	2LU	188	C
5	Canton Avenue	Park Ave	Interlachen Ave	D	2,633	2LU	123	C
6	Clay Street	Berkshire Ave	Minnesota Ave	D	11,112	2LU	520	C
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	12,021	2LU	758	D
8	Denning Drive	Park Ave	Webster Ave	D	8,217	2LU	384	D
9	Denning Drive	Webster Ave	Fairbanks Ave	D	11,475	4LU	536	C
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	8,017	4LU	375	C
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	15,154	2LU	728	D
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	19,677	2LU	920	F
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	4,276	2LU	199	C
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	34,181	4LD	1,588	C
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	37,378	4LD	1,617	C
16	Interlachen Avenue	New England Ave	Canton Ave	D	4,929	2LU	231	C
17	Interstate 4	Princeton St	Fairbanks Ave	D	228,950	8LD	9,995	F
18	Interstate 4	Fairbanks Ave	Lee Rd	D	224,707	8LD	9,810	F
19	Lake Sue Avenue	Fawsett Rd	Winter Park Rd	D	7,851	2LU	367	C
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	18,086	4LU	978	D
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	22,727	4LU	1,063	D
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	21,149	3L	836	D
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	21,149	2L	836	D
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	21,149	3L	836	D
23	Lee Road Extension	Orange Ave	Denning Ave	D	N/A	N/A	N/A	N/A
24	Minnesota Avenue	Clay St	Orlando Ave	D	9,416	2LU	440	C
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	10,270	2LU	480	C
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	3,407	2LU	160	C
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	9,537	2LU	446	C
28	Morse Boulevard	Orlando Ave	Denning Ave	D	8,816	4LD	412	C
29	Morse Boulevard	Denning Ave	Park Ave	D	7,970	4LD	372	C
30	Morse Boulevard	Park Ave	Interlachen Ave	D	6,267	4LD	293	C
31	New England Avenue	Pennsylvania Ave	Park Ave	D	3,179	2LU	149	C
32	New England Avenue	Park Ave	Fairbanks Ave	D	3,615	2LU	169	C
33	New York Avenue	Park Ave	Webster Ave	D	6,631	2LU	310	C
34	New York Avenue	Webster Ave	Morse Blvd	D	8,599	2LU	402	C
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	9,304	2LU	435	C
36	New York Avenue	Fairbanks Ave	Holt Ave	D	4,260	2LU	199	C
37	Orange Avenue	Orlando Ave	Fairbanks Ave	D	21,282	4LU	995	B
38	Palmer Avenue	Park Ave	Temple Dr	D	12,131	2LU	667	D
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	12,007	2LU	561	D
40	Park Avenue	Orlando Ave	Denning Ave	D	12,919	2LU	643	D
41	Park Avenue	Denning Ave	Palmer Ave	D	6,505	2LU	300	C
42	Park Avenue	Palmer Ave	Webster Ave	D	8,807	2LU	470	C
43	Park Avenue	Webster Ave	Morse Blvd	D	8,670	2LU	462	C
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	10,883	2LU	581	D
45	Park Avenue	Fairbanks Ave	Holt Ave	D	3,713	2LU	198	C
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	5,395	2LU	253	C
47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	6,773	2LU	317	C
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	8,012	2LU	375	C
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	8,880	2LU	415	C
50	Pennsylvania Avenue	Minnesota Ave	Fawsett Rd	D	9,246	2LU	432	C
51	Perth Lane	Mizell Ave	Cady Way	D	8,844	2LU	414	C
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	2,586	2LU	121	C
53	SR 423 (Lee Road)	I-4	Orlando Ave	D	43,878	4LD	1,925	F
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	33,718	4LD	1,576	D
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	40,779	4LU	1,906	F
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	42,849	4LD	2,002	F
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	44,924	4LD	2,100	F
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	45,278	4LU	2,117	F
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	45,455	4LU	2,125	F
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	45,632	4LD	2,135	F
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	52,731	4LD	2,465	F
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	32,166	4LU	1,602	C
63	Temple Drive	City Limits	Howell Branch Rd	D	7,750	2LU	426	C
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	8,333	2LU	459	C
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	37,307	4LD	1,744	C
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	36,788	4LD	1,719	C
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	42,387	4LD	1,981	F
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	46,782	4LD	2,186	F
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	50,494	6LD	2,360	C
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	2,429	2LU	113	C
71	Webster Avenue	Orlando Ave	Denning Ave	D	14,625	4LU	683	C
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	11,738	2LU	549	D
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	8,492	2LU	397	C
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	9,119	2LU	426	C
75	Winter Park Road	Glenridge Way	City Limits	D	9,961	2LU	574	D

Table 2-7: Future Year 2018 Conditions Analysis

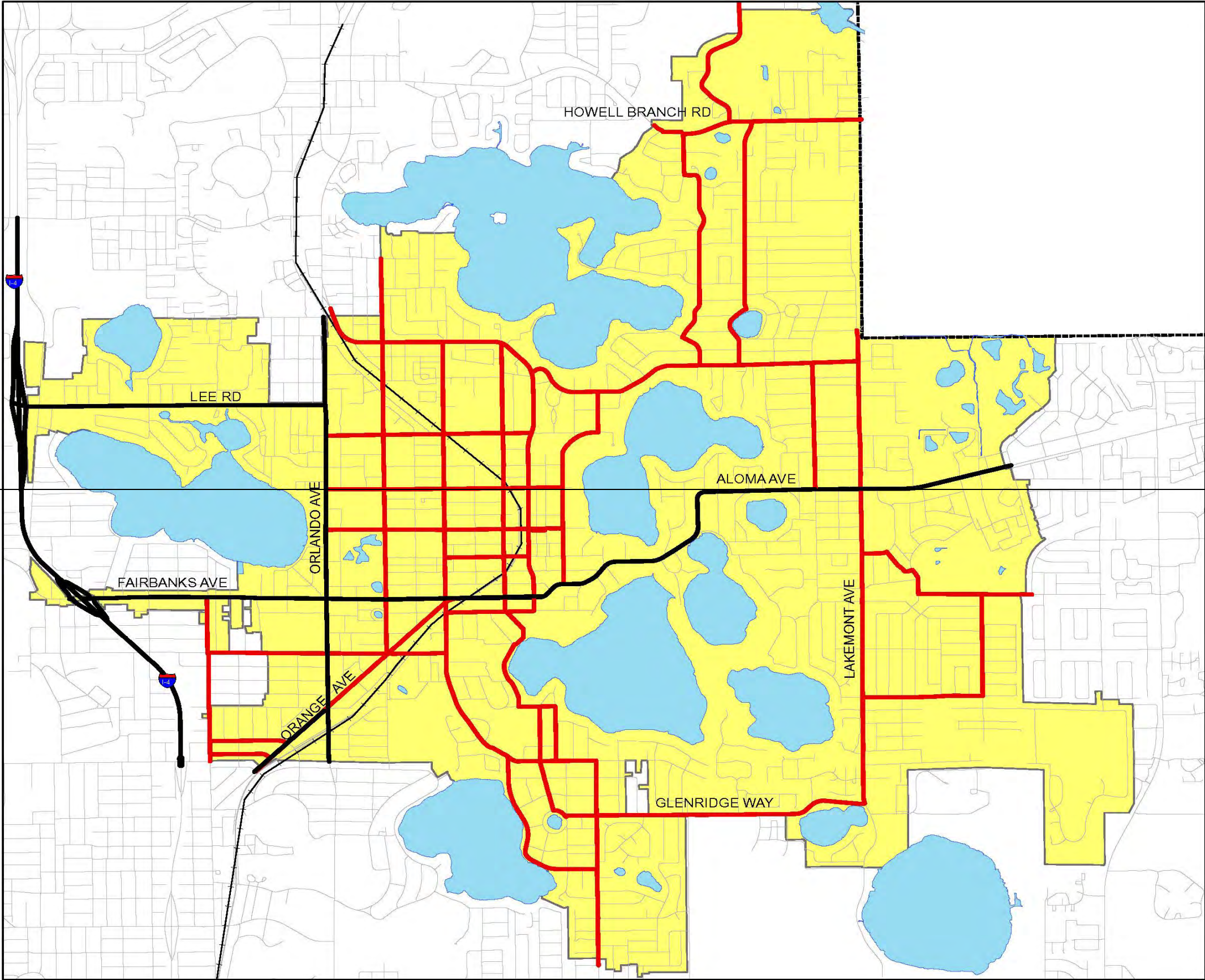
Winter Park 2018 Conditions Analysis								
Segment Number	Street Name	From	To	Adopted LOS	2018 AADT	2018 Lanes	Peak Hour Pk Direction	2018 LOS
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	4,107	2LU	227	C
2	Cady Way	Perth Ln	Ranger Blvd	D	7,030	2LU	328	C
3	Canton Avenue	Orlando Ave	Denning Ave	D	7,785	2LU	364	C
4	Canton Avenue	Denning Ave	Park Ave	D	6,264	2LU	293	C
5	Canton Avenue	Park Ave	Interlachen Ave	D	3,646	2LU	170	C
6	Clay Street	Berkshire Ave	Minnesota Ave	D	11,693	2LU	547	C
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	12,753	2LU	805	D
8	Denning Drive	Park Ave	Webster Ave	D	8,969	2LU	419	D
9	Denning Drive	Webster Ave	Fairbanks Ave	D	13,865	4LU	648	C
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	9,688	4LU	453	C
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	15,473	2LU	744	D
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	20,008	2LU	935	F
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	4,587	2LU	214	C
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	36,995	4LD	1,719	C
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	39,690	4LD	1,717	C
16	Interlachen Avenue	New England Ave	Canton Ave	D	4,083	2LU	191	C
17	Interstate 4	Princeton St	Fairbanks Ave	D	249,392	10LD	10,887	E
18	Interstate 4	Fairbanks Ave	Lee Rd	D	244,771	10LD	10,685	E
19	Lake Sue Avenue	Fawcett Rd	Winter Park Rd	D	8,240	2LU	385	C
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	18,651	4LU	1,008	D
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	26,216	4LU	1,226	D
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	21,837	3L	863	D
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	21,837	2L	863	D
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	21,837	3L	863	D
23	Lee Road Extension	Orange Ave	Denning Ave	D	N/A	N/A	N/A	N/A
24	Minnesota Avenue	Clay St	Orlando Ave	D	10,202	2LU	477	C
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	11,249	2LU	526	D
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	3,576	2LU	167	C
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	10,010	2LU	468	C
28	Morse Boulevard	Orlando Ave	Denning Ave	D	9,296	4LD	434	C
29	Morse Boulevard	Denning Ave	Park Ave	D	8,737	4LD	408	C
30	Morse Boulevard	Park Ave	Interlachen Ave	D	6,608	4LD	309	C
31	New England Avenue	Pennsylvania Ave	Park Ave	D	3,337	2LU	156	C
32	New England Avenue	Park Ave	Fairbanks Ave	D	3,794	2LU	177	C
33	New York Avenue	Park Ave	Webster Ave	D	7,027	2LU	329	C
34	New York Avenue	Webster Ave	Morse Blvd	D	9,113	2LU	426	C
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	9,860	2LU	461	C
36	New York Avenue	Fairbanks Ave	Holt Ave	D	4,428	2LU	207	C
37	Orange Avenue	Orlando Ave	Fairbanks Ave	D	24,029	4LU	1,124	B
38	Palmer Avenue	Park Ave	Temple Dr	D	12,917	2LU	710	D
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	12,785	2LU	597	D
40	Park Avenue	Orlando Ave	Denning Ave	D	14,576	2LU	726	D
41	Park Avenue	Denning Ave	Palmer Ave	D	7,753	2LU	358	C
42	Park Avenue	Palmer Ave	Webster Ave	D	10,182	2LU	543	D
43	Park Avenue	Webster Ave	Morse Blvd	D	8,739	2LU	466	C
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	11,364	2LU	606	D
45	Park Avenue	Fairbanks Ave	Holt Ave	D	4,188	2LU	224	C
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	7,636	2LU	358	C
47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	8,948	2LU	419	C
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	10,241	2LU	480	C
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	10,855	2LU	507	D
50	Pennsylvania Avenue	Minnesota Ave	Fawcett Rd	D	11,302	2LU	529	D
51	Perth Lane	Mizell Ave	Cady Way	D	9,853	2LU	461	C
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	2,714	2LU	127	C
53	SR 423 (Lee Road)	I-4	Orlando Ave	D	46,637	4LD	2,046	F
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	36,086	4LD	1,686	D
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	43,538	4LU	2,035	F
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	45,037	4LD	2,105	F
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	46,539	4LD	2,175	F
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	46,037	4LU	2,152	F
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	45,786	4LU	2,140	F
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	45,535	4LD	2,130	F
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	54,635	4LD	2,554	F
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	35,467	4LD	1,685	C
63	Temple Drive	City Limits	Howell Branch Rd	D	9,525	2LU	524	D
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	10,243	2LU	565	D
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	39,977	4LD	1,869	F
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	39,025	4LD	1,824	D
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	44,378	4LD	2,074	F
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	49,920	4LD	2,333	F
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	54,209	6LD	2,534	C
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	2,524	2LU	118	C
71	Webster Avenue	Orlando Ave	Denning Ave	D	14,435	4LU	674	C
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	11,934	2LU	558	D
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	8,776	2LU	410	C
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	10,831	2LU	506	D
75	Winter Park Road	Glenridge Way	City Limits	D	11,547	2LU	665	D

Table 2-8: Future Year 2023 Conditions Analysis

Winter Park 2023 Conditions Analysis								
Segment Number	Street Name	From	To	Adopted LOS	2023 AADT	2023 Lanes	Peak Hour Pk Direction	2023 LOS
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	4,263	2LU	236	C
2	Cady Way	Perth Ln	Ranger Blvd	D	7,362	2LU	344	C
3	Canton Avenue	Orlando Ave	Denning Ave	D	9,622	2LU	450	C
4	Canton Avenue	Denning Ave	Park Ave	D	8,498	2LU	397	C
5	Canton Avenue	Park Ave	Interlachen Ave	D	4,659	2LU	217	C
6	Clay Street	Berkshire Ave	Minnesota Ave	D	12,274	2LU	574	C
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	13,486	2LU	851	D
8	Denning Drive	Park Ave	Webster Ave	D	9,721	2LU	454	D
9	Denning Drive	Webster Ave	Fairbanks Ave	D	16,256	4LU	759	C
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	11,358	4LU	531	C
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	15,792	2LU	759	D
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	20,340	2LU	951	F
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	4,898	2LU	228	C
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	39,808	4LD	1,849	D
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	42,002	4LD	1,817	D
16	Interlachen Avenue	New England Ave	Canton Ave	D	3,238	2LU	151	C
17	Interstate 4	Princeton St	Fairbanks Ave	D	269,833	10LD	11,780	E
18	Interstate 4	Fairbanks Ave	Lee Rd	D	264,834	10LD	11,561	E
19	Lake Sue Avenue	Fawsett Rd	Winter Park Rd	D	8,630	2LU	403	C
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	19,216	4LU	1,039	D
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	29,705	4LU	1,389	D
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	22,525	3L	890	D
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	22,525	2L	890	D
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	22,525	3L	890	D
23	Lee Road Extension	Orange Ave	Denning Ave	D	N/A	N/A	N/A	N/A
24	Minnesota Avenue	Clay St	Orlando Ave	D	10,988	2LU	514	D
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	12,228	2LU	571	D
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	3,745	2LU	175	C
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	10,484	2LU	490	D
28	Morse Boulevard	Orlando Ave	Denning Ave	D	9,775	4LD	457	C
29	Morse Boulevard	Denning Ave	Park Ave	D	9,505	4LD	444	C
30	Morse Boulevard	Park Ave	Interlachen Ave	D	6,949	4LD	325	C
31	New England Avenue	Pennsylvania Ave	Park Ave	D	3,495	2LU	164	C
32	New England Avenue	Park Ave	Fairbanks Ave	D	3,973	2LU	186	C
33	New York Avenue	Park Ave	Webster Ave	D	7,423	2LU	347	C
34	New York Avenue	Webster Ave	Morse Blvd	D	9,627	2LU	450	C
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	10,416	2LU	487	D
36	New York Avenue	Fairbanks Ave	Holt Ave	D	4,596	2LU	215	C
37	Orange Avenue	Orlando Ave	Fairbanks Ave	D	26,776	4LU	1,252	C
38	Palmer Avenue	Park Ave	Temple Dr	D	13,704	2LU	753	D
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	13,562	2LU	634	D
40	Park Avenue	Orlando Ave	Denning Ave	D	16,234	2LU	808	E
41	Park Avenue	Denning Ave	Palmer Ave	D	9,001	2LU	415	C
42	Park Avenue	Palmer Ave	Webster Ave	D	11,556	2LU	617	D
43	Park Avenue	Webster Ave	Morse Blvd	D	8,807	2LU	470	C
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	11,845	2LU	632	D
45	Park Avenue	Fairbanks Ave	Holt Ave	D	4,662	2LU	249	C
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	9,877	2LU	464	C
47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	11,122	2LU	521	D
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	12,470	2LU	584	D
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	12,829	2LU	599	D
50	Pennsylvania Avenue	Minnesota Ave	Fawsett Rd	D	13,358	2LU	625	D
51	Perth Lane	Mizell Ave	Cady Way	D	10,862	2LU	508	D
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	2,843	2LU	133	C
53	SR 423 (Lee Road)	I-4	Orlando Ave	D	49,396	4LD	2,167	F
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	38,453	4LD	1,797	E
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	46,297	4LU	2,164	F
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	47,225	4LD	2,207	F
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	48,154	4LD	2,251	F
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	46,796	4LU	2,188	F
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	46,118	4LU	2,156	F
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	45,439	4LD	2,126	F
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	56,538	4LD	2,643	F
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	37,269	4LD	1,856	D
63	Temple Drive	City Limits	Howell Branch Rd	D	11,301	2LU	621	D
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	12,152	2LU	670	D
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	42,648	4LD	1,993	F
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	41,262	4LD	1,929	F
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	46,370	4LD	2,167	F
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	53,058	4LD	2,480	F
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	57,924	6LD	2,708	C
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	2,620	2LU	122	C
71	Webster Avenue	Orlando Ave	Denning Ave	D	14,244	4LU	665	C
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	12,130	2LU	567	D
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	9,060	2LU	423	C
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	12,543	2LU	586	D
75	Winter Park Road	Glenridge Way	City Limits	D	13,133	2LU	756	D

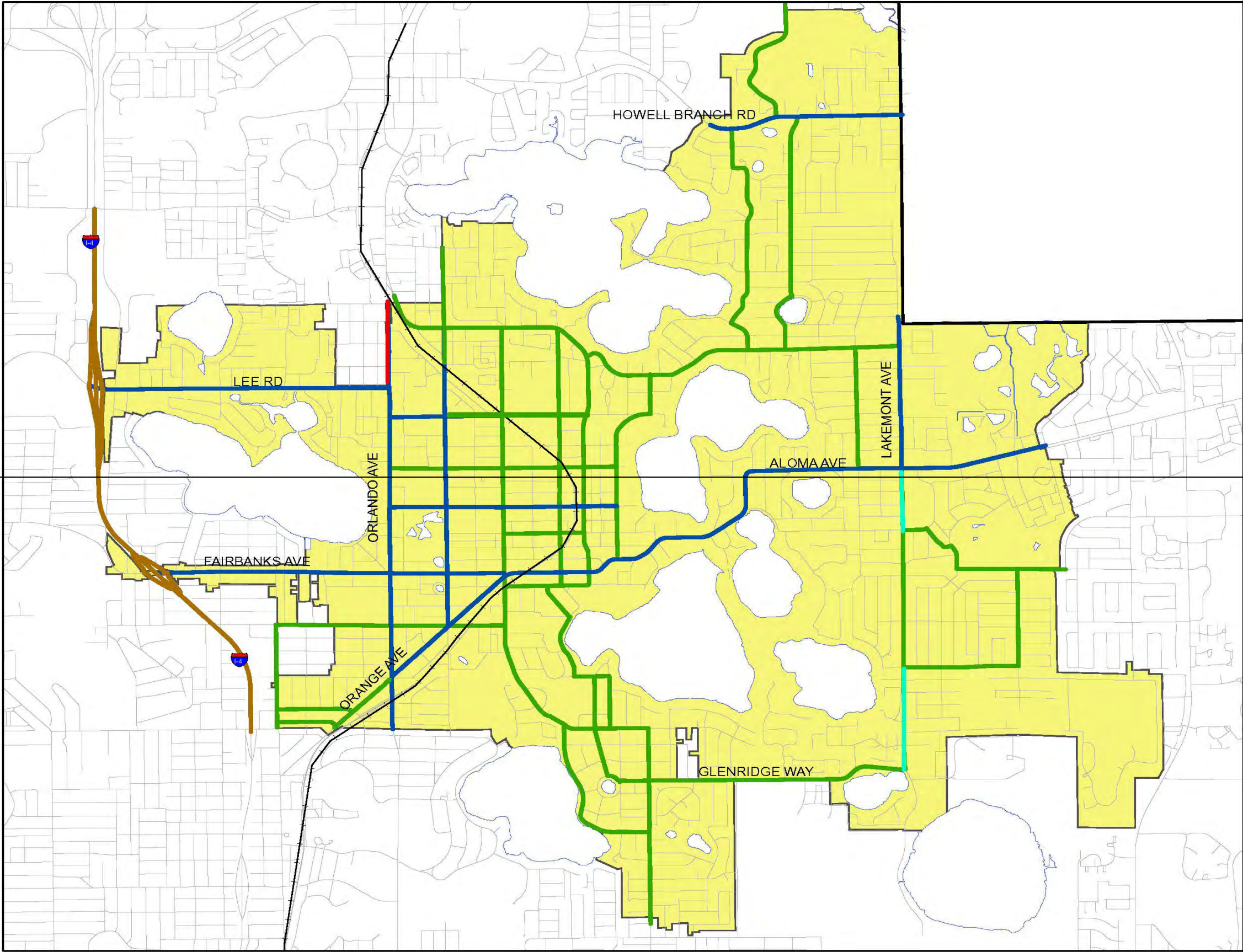
Table 2-9: Future Year 2028 Conditions Analysis

Winter Park 2028 Conditions Analysis								
Segment Number	Street Name	From	To	Adopted LOS	2028 AADT	2028 Lanes	Peak Hour Pk Direction	2028 LOS
1	Alabama Drive	Via Tuscany Ave	Palmer Ave	D	4,419	2LU	244	C
2	Cady Way	Perth Ln	Ranger Blvd	D	7,695	2LU	359	C
3	Canton Avenue	Orlando Ave	Denning Ave	D	11,458	2LU	535	D
4	Canton Avenue	Denning Ave	Park Ave	D	10,733	2LU	502	D
5	Canton Avenue	Park Ave	Interlachen Ave	D	5,672	2LU	264	C
6	Clay Street	Berkshire Ave	Minnesota Ave	D	12,856	2LU	601	C
7	Clay Street	Minnesota Ave	Fairbanks Ave	D	14,072	2LU	888	E
8	Denning Drive	Park Ave	Webster Ave	D	10,473	2LU	490	D
9	Denning Drive	Webster Ave	Fairbanks Ave	D	18,646	4LU	871	D
10	Denning Drive	Fairbanks Ave	Minnesota Ave	D	13,028	4LU	609	C
11	Glenridge Way	Winter Park Rd	General Rees Rd	D	16,111	2LU	774	E
12	Glenridge Way	General Rees Rd	Lakemont Ave	D	20,671	2LU	966	F
13	Holt Avenue	Park Ave	Pennsylvania Ave	D	5,210	2LU	243	C
14	Howell Branch Road	Via Tuscany Ave	Temple Dr	D	42,059	4LD	1,949	E
15	Howell Branch Road	Temple Dr	Lake Howell Rd	D	44,314	4LD	1,917	E
16	Interlachen Avenue	New England Ave	Canton Ave	D	2,393	2LU	112	C
17	Interstate 4	Princeton St	Fairbanks Ave	D	290,275	10LD	12,672	F
18	Interstate 4	Fairbanks Ave	Lee Rd	D	284,898	10LD	12,437	F
19	Lake Sue Avenue	Fawsett Rd	Winter Park Rd	D	9,020	2LU	421	C
20	Lakemont Avenue	Lake Howell Rd	Palmer Ave	D	19,781	4LU	1,069	D
21	Lakemont Avenue	Palmer Ave	Aloma Ave	D	33,093	4LU	1,547	D
22a	Lakemont Avenue	Aloma Ave	Mizell Ave	D	23,213	3L	917	D
22b	Lakemont Avenue	Mizell Ave	Whitehall Dr	D	23,213	2L	917	D
22c	Lakemont Avenue	Whitehall Dr	Glenridge Way	D	23,213	3L	917	D
23	Lee Road Extension	Orange Ave	Denning Ave	D	14,456	2LU	720	D
24	Minnesota Avenue	Clay St	Orlando Ave	D	11,775	2LU	550	D
25	Minnesota Avenue	Orlando Ave	Pennsylvania Ave	D	13,206	2LU	617	D
26	Mizell Avenue	Osceola Ave	Lakemont Ave	D	3,915	2LU	183	C
27	Mizell Avenue	Lakemont Ave	Perth Ln	D	10,957	2LU	512	D
28	Morse Boulevard	Orlando Ave	Denning Ave	D	10,255	4LD	479	C
29	Morse Boulevard	Denning Ave	Park Ave	D	10,272	4LD	479	C
30	Morse Boulevard	Park Ave	Interlachen Ave	D	7,291	4LD	341	C
31	New England Avenue	Pennsylvania Ave	Park Ave	D	3,653	2LU	171	C
32	New England Avenue	Park Ave	Fairbanks Ave	D	4,153	2LU	194	C
33	New York Avenue	Park Ave	Webster Ave	D	7,819	2LU	366	C
34	New York Avenue	Webster Ave	Morse Blvd	D	10,140	2LU	474	C
35	New York Avenue	Morse Blvd	Fairbanks Ave	D	10,973	2LU	513	D
36	New York Avenue	Fairbanks Ave	Holt Ave	D	4,764	2LU	223	C
37	Orange Avenue	Orlando Ave	Fairbanks Ave	E	29,523	4LU	1,381	D
38	Palmer Avenue	Park Ave	Temple Dr	D	14,491	2LU	759	D
39	Palmer Avenue	Temple Dr	Lakemont Ave	D	14,340	2LU	670	D
40	Park Avenue	Orlando Ave	Denning Ave	D	14,313	2LU	713	D
41	Park Avenue	Denning Ave	Palmer Ave	D	10,250	2LU	473	C
42	Park Avenue	Palmer Ave	Webster Ave	D	12,931	2LU	690	D
43	Park Avenue	Webster Ave	Morse Blvd	D	8,876	2LU	473	C
44	Park Avenue	Morse Blvd	Fairbanks Ave	D	12,327	2LU	658	D
45	Park Avenue	Fairbanks Ave	Holt Ave	D	5,136	2LU	274	C
46	Pennsylvania Avenue	Park Ave	Webster Ave	D	12,118	2LU	569	D
47	Pennsylvania Avenue	Webster Ave	Morse Blvd	D	13,297	2LU	623	D
48	Pennsylvania Avenue	Morse Blvd	Fairbanks Ave	D	14,698	2LU	688	D
49	Pennsylvania Avenue	Fairbanks Ave	Minnesota Ave	D	14,804	2LU	691	D
50	Pennsylvania Avenue	Minnesota Ave	Fawsett Rd	D	15,414	2LU	721	D
51	Perth Lane	Mizell Ave	Cady Way	D	11,871	2LU	555	D
52	Phelps Avenue	Palmer Ave	Aloma Ave	D	2,971	2LU	139	C
53	SR 423 (Lee Road)	I-4	Orlando Ave	E	52,156	4LD	2,289	F
54	SR 426 (Fairbanks Avenue)	I-4	Orlando Ave	E	40,821	4LD	1,908	F
55	SR 426 (Fairbanks Avenue)	Orlando Ave	Orange Ave	E	49,055	4LU	2,292	F
56	SR 426 (Fairbanks Avenue)	Orange Ave	Park Ave	E	49,413	4LD	2,309	F
57	SR 426 (Fairbanks Avenue)	Park Ave	Ollie Ave	E	49,769	4LD	2,326	F
58	SR 426 (Osceola Avenue)	Ollie Ave	Trismen Terr	E	47,556	4LU	2,223	F
59	SR 426 (Brewer Avenue)	Trismen Terr	Alberta Dr	E	46,449	4LU	2,171	F
60	SR 426 (Aloma Avenue)	Alberta Dr	Lakemont Ave	E	45,342	4LD	2,121	F
61	SR 426 (Aloma Avenue)	Lakemont Ave	City Limits	E	58,442	4LD	2,732	F
62	SR 527 (Orange Avenue)	Clay Ave	Orlando Ave	E	39,069	4LD	2,054	F
63	Temple Drive	City Limits	Howell Branch Rd	D	13,077	2LU	719	D
64	Temple Drive	Howell Branch Rd	Palmer Ave	D	13,679	2LU	754	D
65	US 17-92 (Orlando Avenue)	City Limits	Orange Ave	E	45,318	4LD	2,118	F
66	US 17-92 (Orlando Avenue)	Orange Ave	Fairbanks Ave	E	43,499	4LD	2,033	F
67	US 17-92 (Orlando Avenue)	Fairbanks Ave	Webster Ave	E	48,361	4LD	2,260	F
68	US 17-92 (Orlando Avenue)	Webster Ave	Lee Rd	E	56,196	4LD	2,626	F
69	US 17-92 (Orlando Avenue)	Lee Rd	City Limits	E	61,638	6LD	2,881	F
70	Via Tuscany Avenue	Howell Branch Rd	Alabama Dr	D	2,716	2LU	127	C
71	Webster Avenue	Orlando Ave	Denning Ave	D	14,053	4LU	657	C
72	Webster Avenue	Denning Ave	Pennsylvania Ave	D	12,327	2LU	577	D
73	Webster Avenue	Pennsylvania Ave	Park Ave	D	9,344	2LU	437	C
74	Winter Park Road	Lake Sue Ave	Glenridge Way	D	14,255	2LU	666	D
75	Winter Park Road	Glenridge Way	City Limits	D	13,990	2LU	806	E



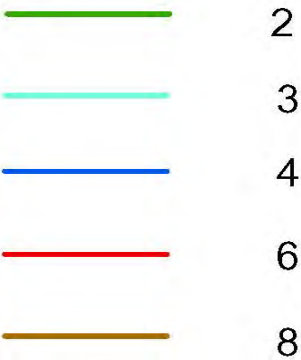
Transportation Element
Figure 1
Road System
Planning Department, 2008

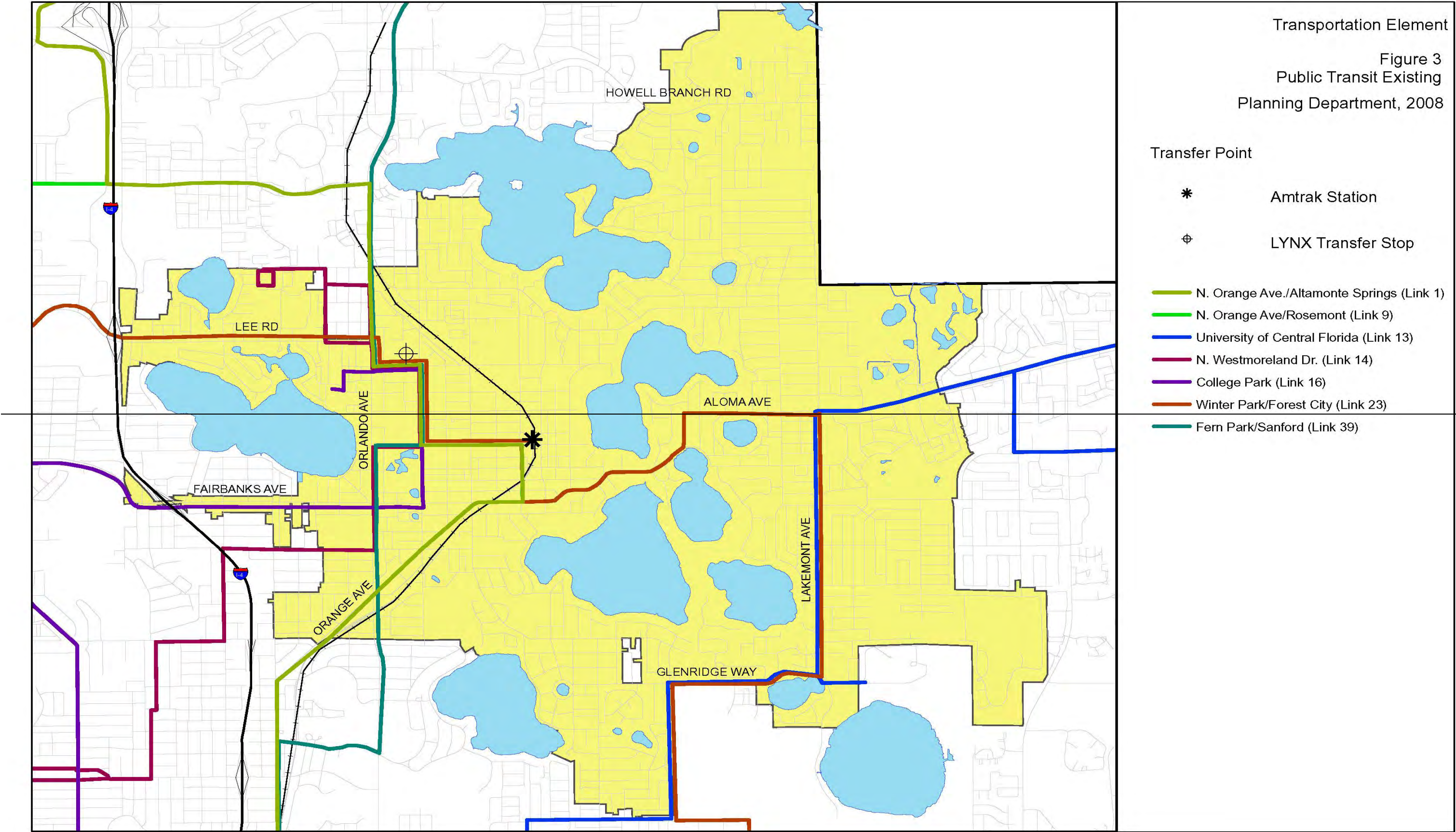
- Conventional Functional/Administrative Class
- Principal Arterial/State
 - Collector/City or County
 - Local/City

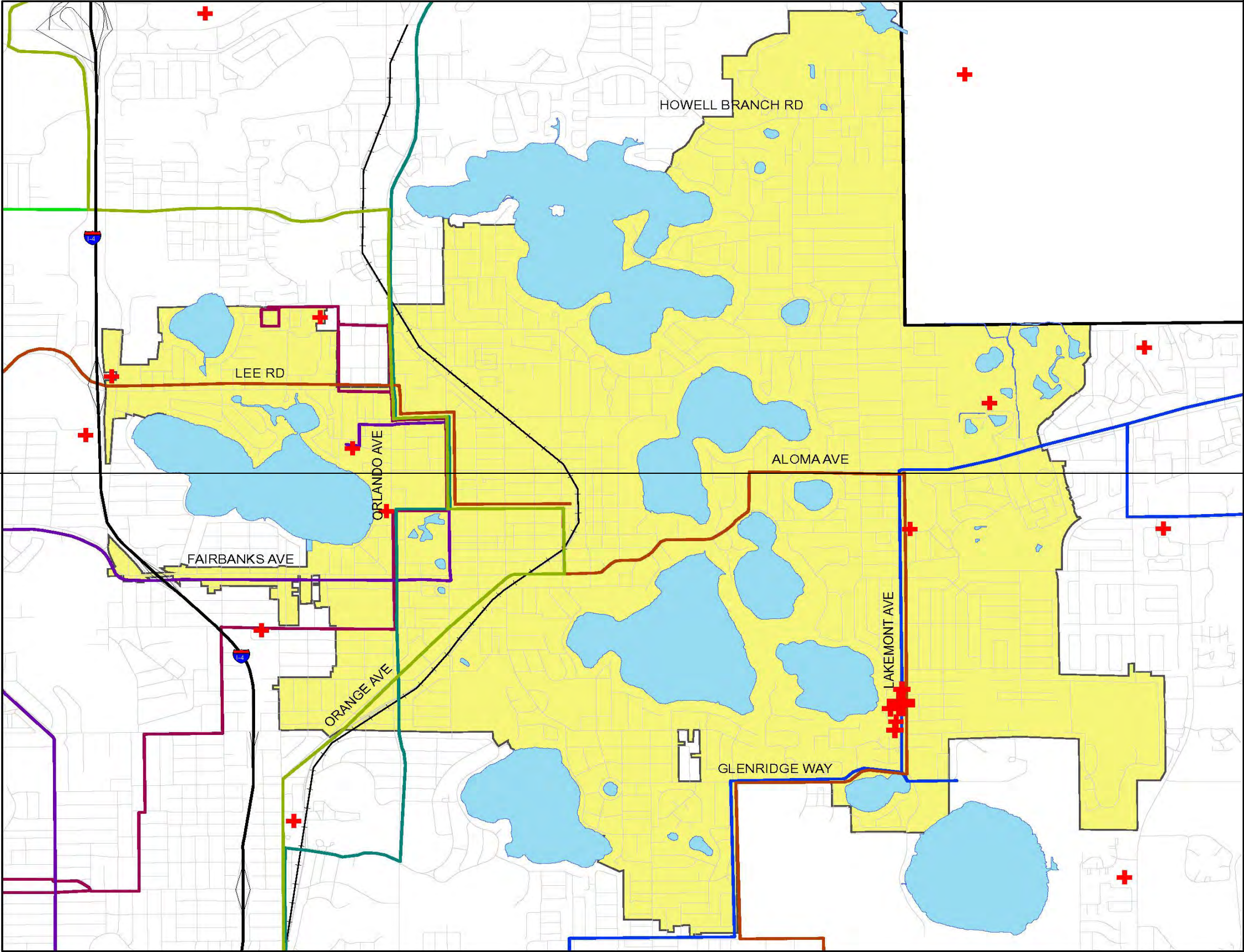


Transportation Element
Figure 2
Number of Lanes
Planning Department, 2008

Number of Lanes



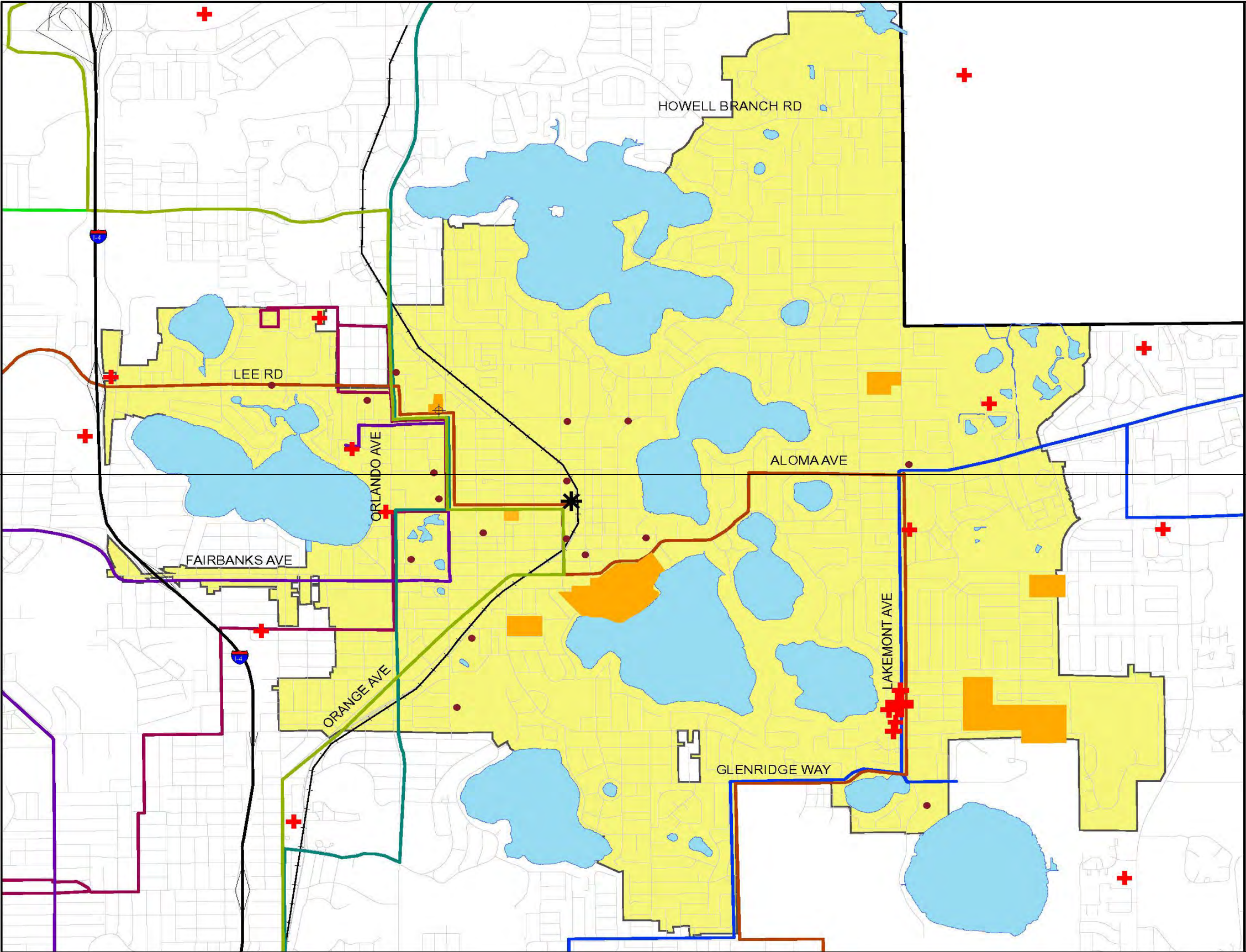




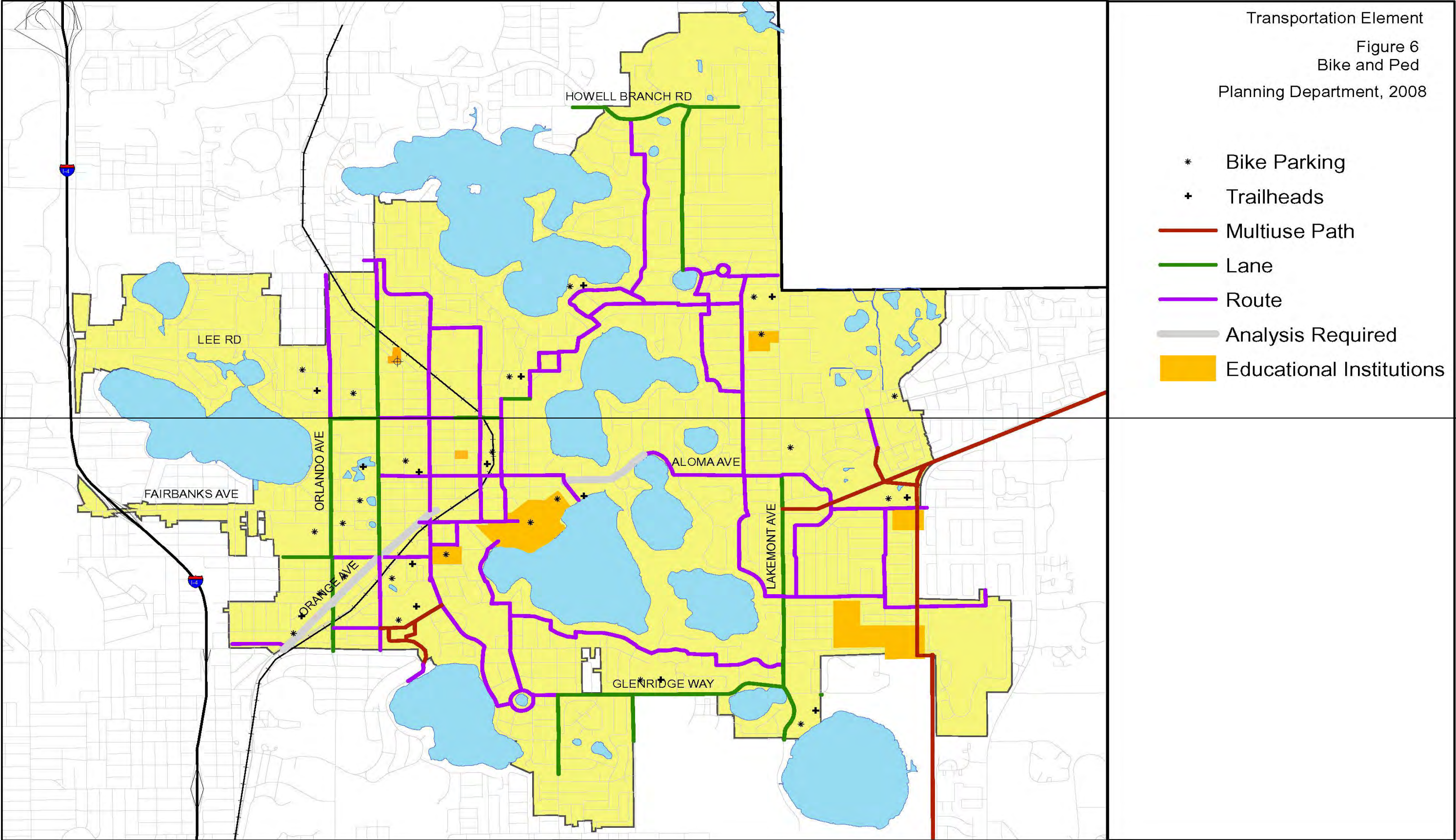
Transportation Element
Figure 4
Transit-Dependent
Planning Department, 2008

- + Assisted Living Centers
- N. Orange Ave./Altamonte Springs (Link 1)
- N. Orange Ave/Rosemont (Link 9)
- University of Central Florida (Link 13)
- N. Westmoreland Dr. (Link 14)
- College Park (Link 16)
- Winter Park/Forest City (Link 23)
- Fern Park/Sanford (Link 39)

Transportation Element
Figure 5
Transit Attractors
Planning Department, 2008



- + Assisted Living Centers
- Government Facilities
- Educational Institutions
- N. Orange Ave./Altamonte Springs (Link 1)
- N. Orange Ave./Rosemont (Link 9)
- University of Central Florida (Link 13)
- N. Westmoreland Dr. (Link 14)
- College Park (Link 16)
- Winter Park/Forest City (Link 23)
- Fern Park/Sanford (Link 39)

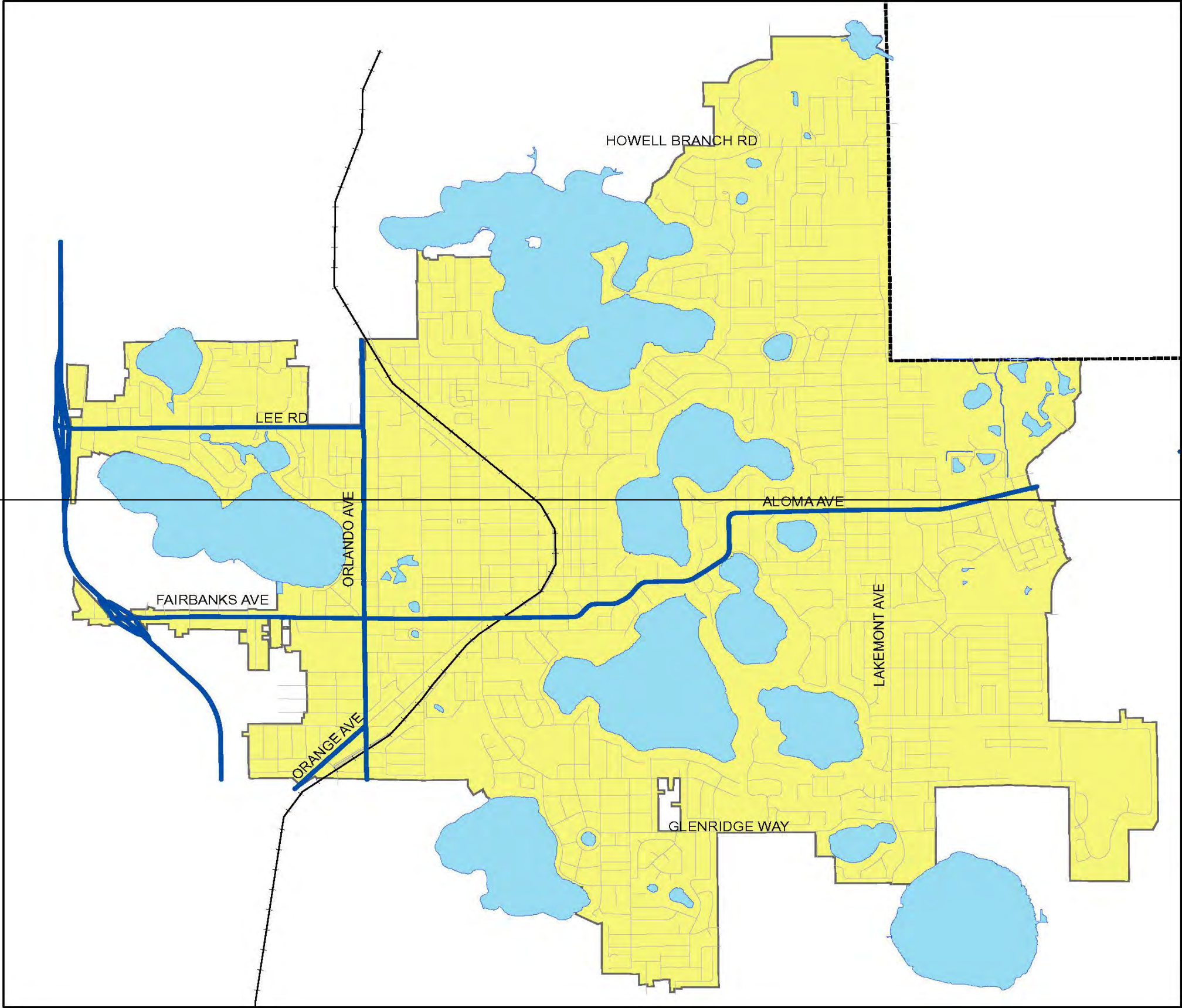


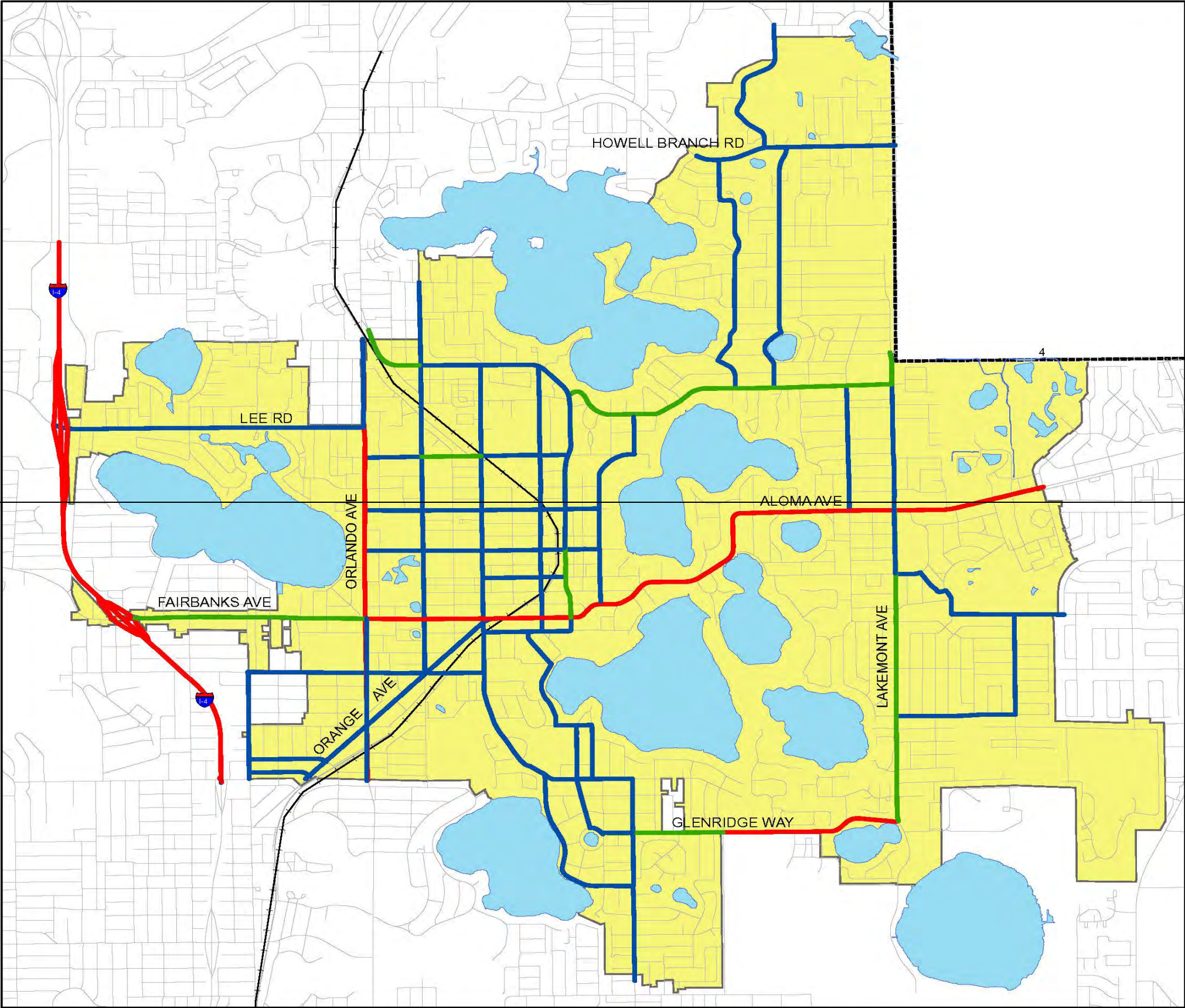
Transportation Element

Figure 7
Vehicular LOS Standard
Planning Department, 2008

Vehicular Level of Service Standards

- State Road Arterials: LOS E
- All collector roads within the city limits other than those displayed by the indicator above, are LOS D



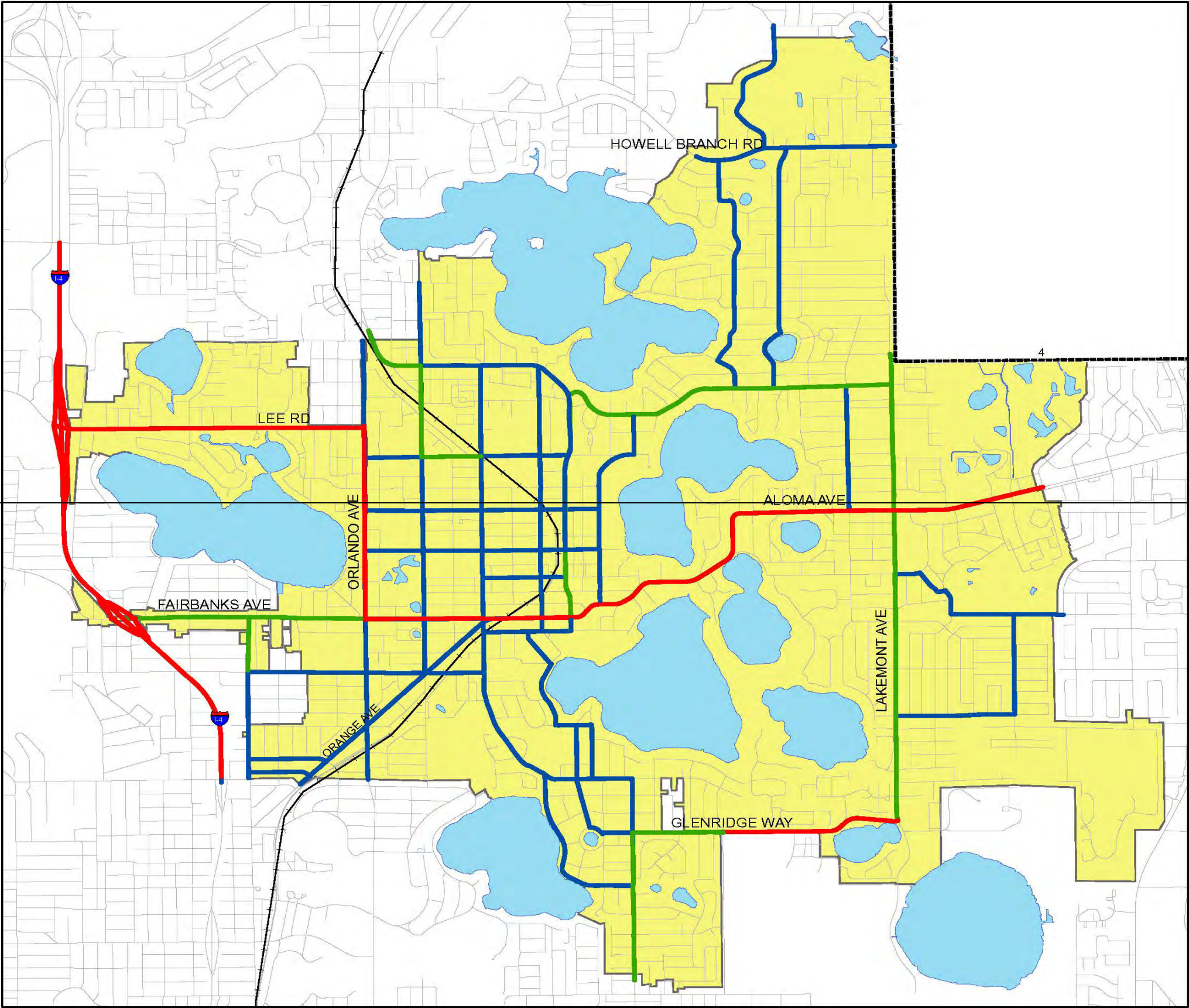


Transportation Element

Figure 8
Vehicular Peak Direction LOS, 2008
Planning Department, 2008

Operating Level of Service

- D
- F
- B/C

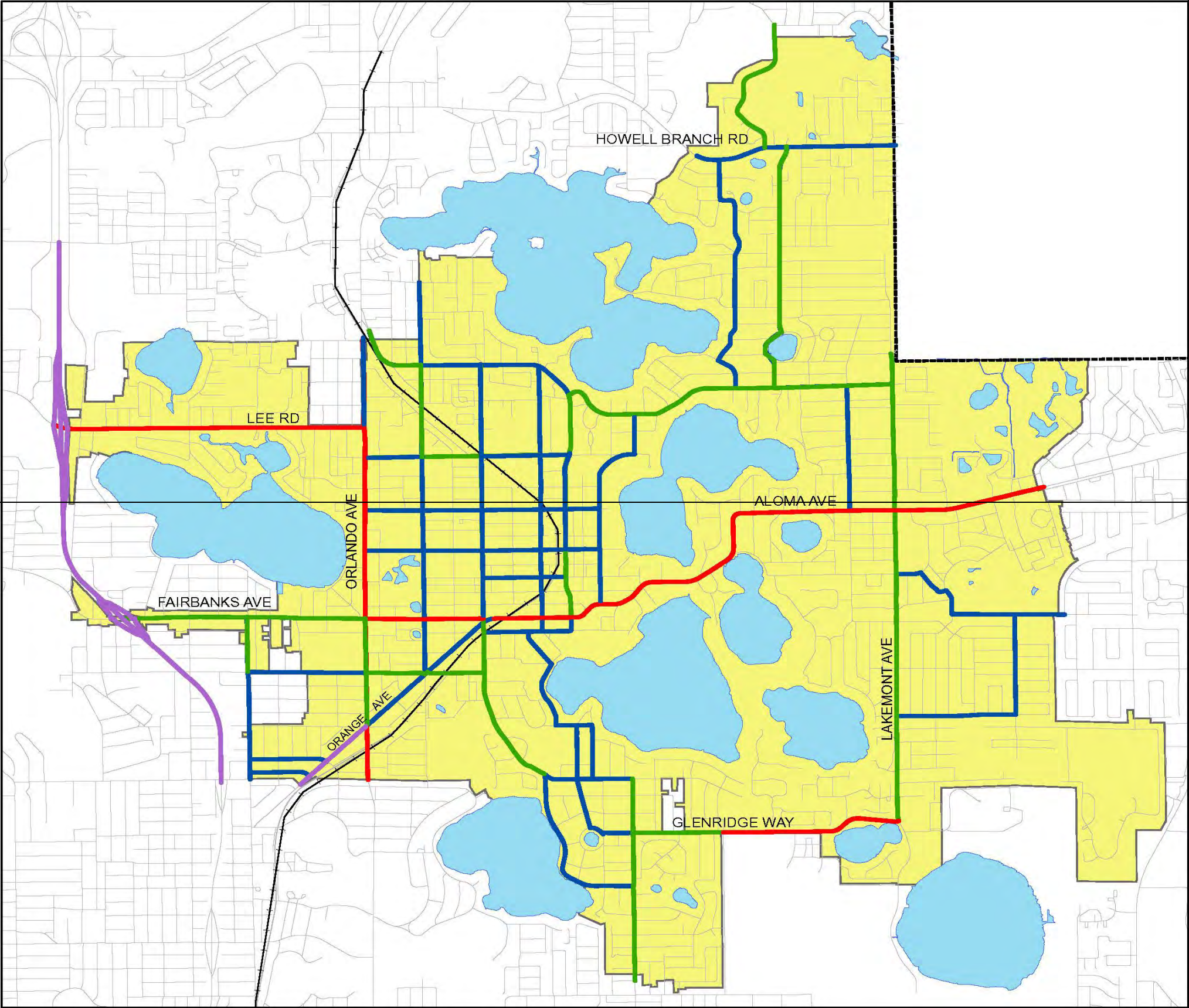


Transportation Element

Figure 9
Vehicular Peak Direction LOS, 2013
Planning Department, 2008

Operating Level of Service

- F
- D
- B / C

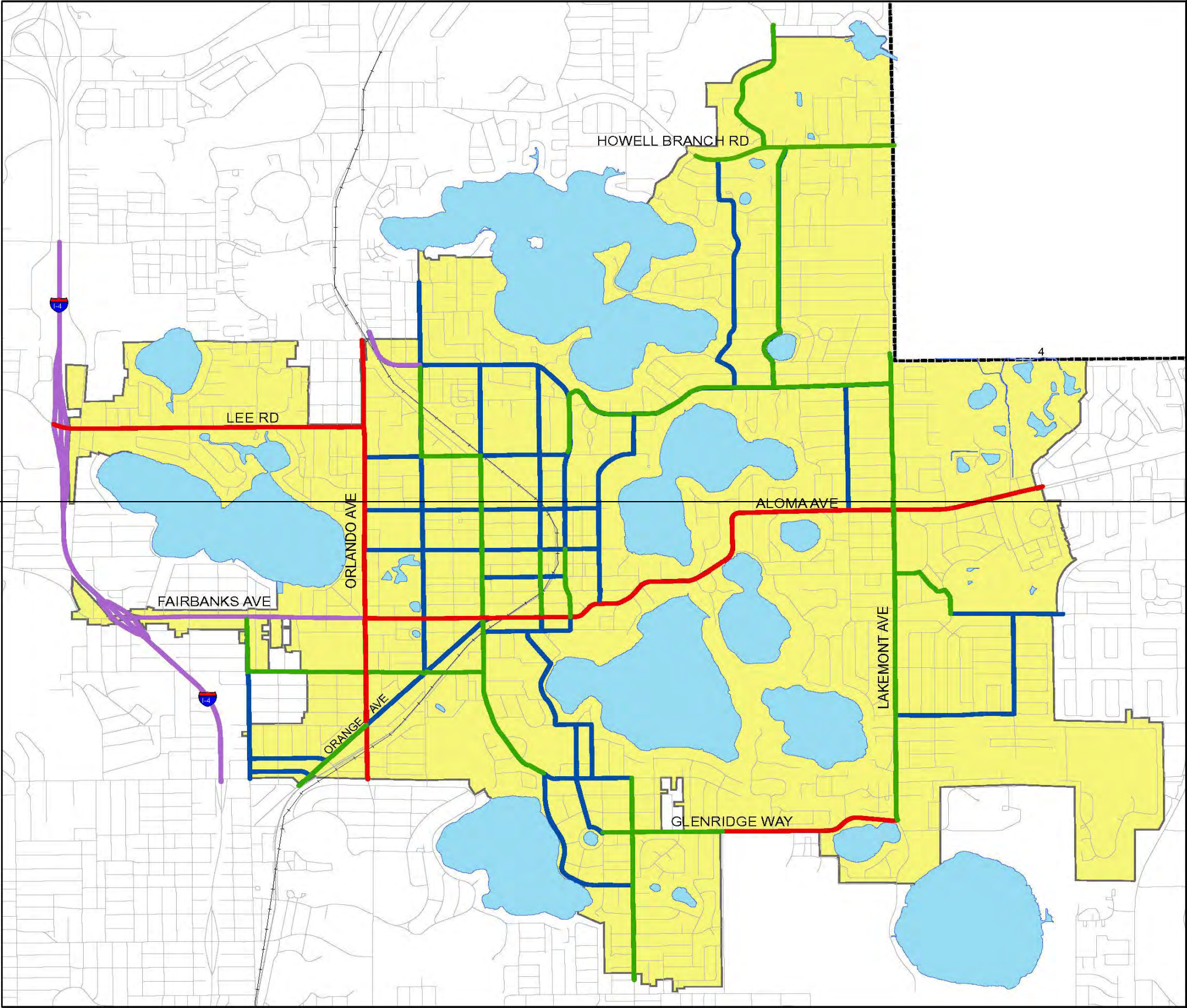


Transportation Element

Figure 10
Vehicular Peak Direction LOS, 2018
Planning Department, 2008

Operating Level of Service

- E
- F
- D
- B / C

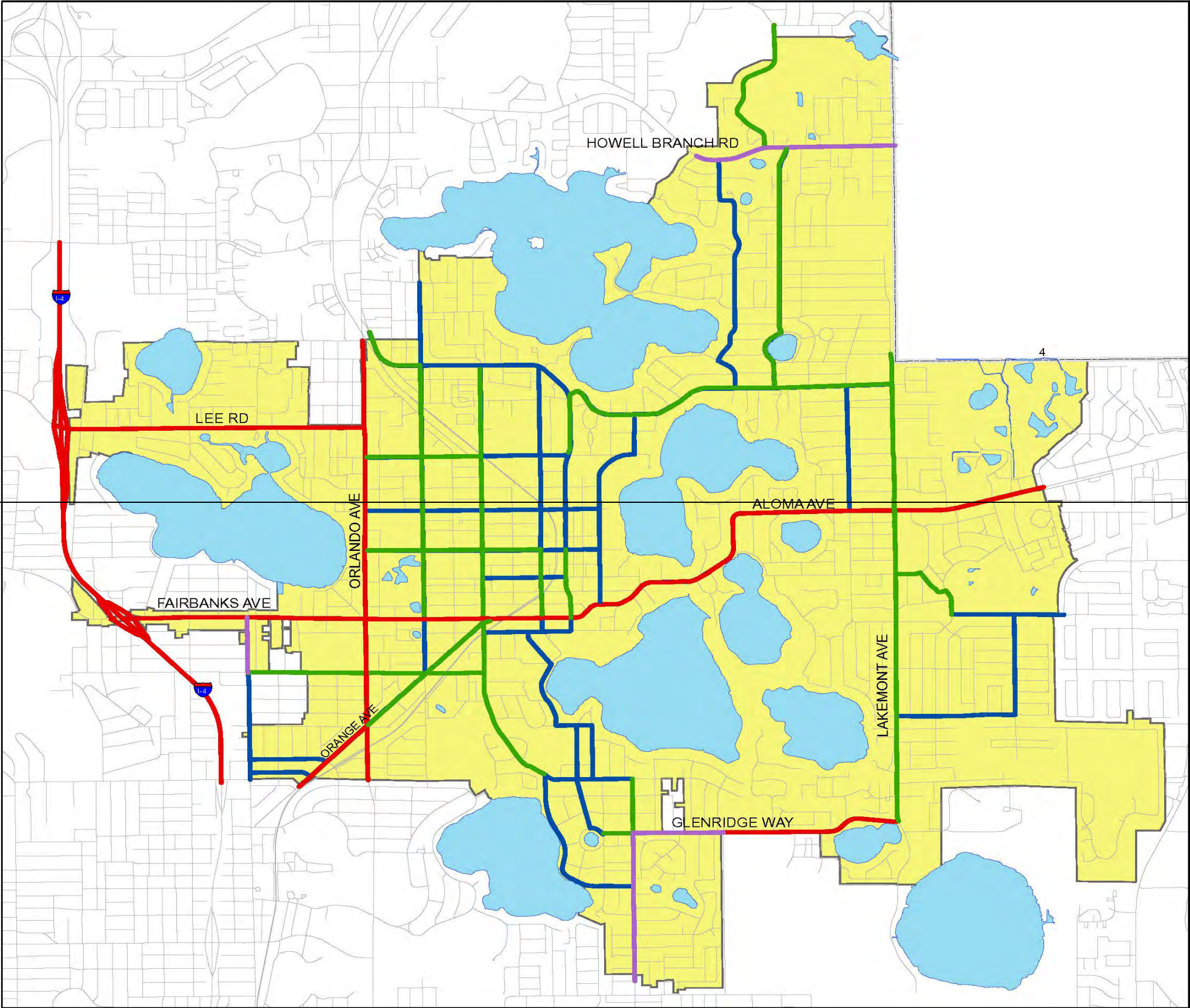


Transportation Element

Figure 11
Vehicular Peak Direction LOS, 2023
Planning Department, 2008

Operating Level of Service

- D
- F
- E
- B / C

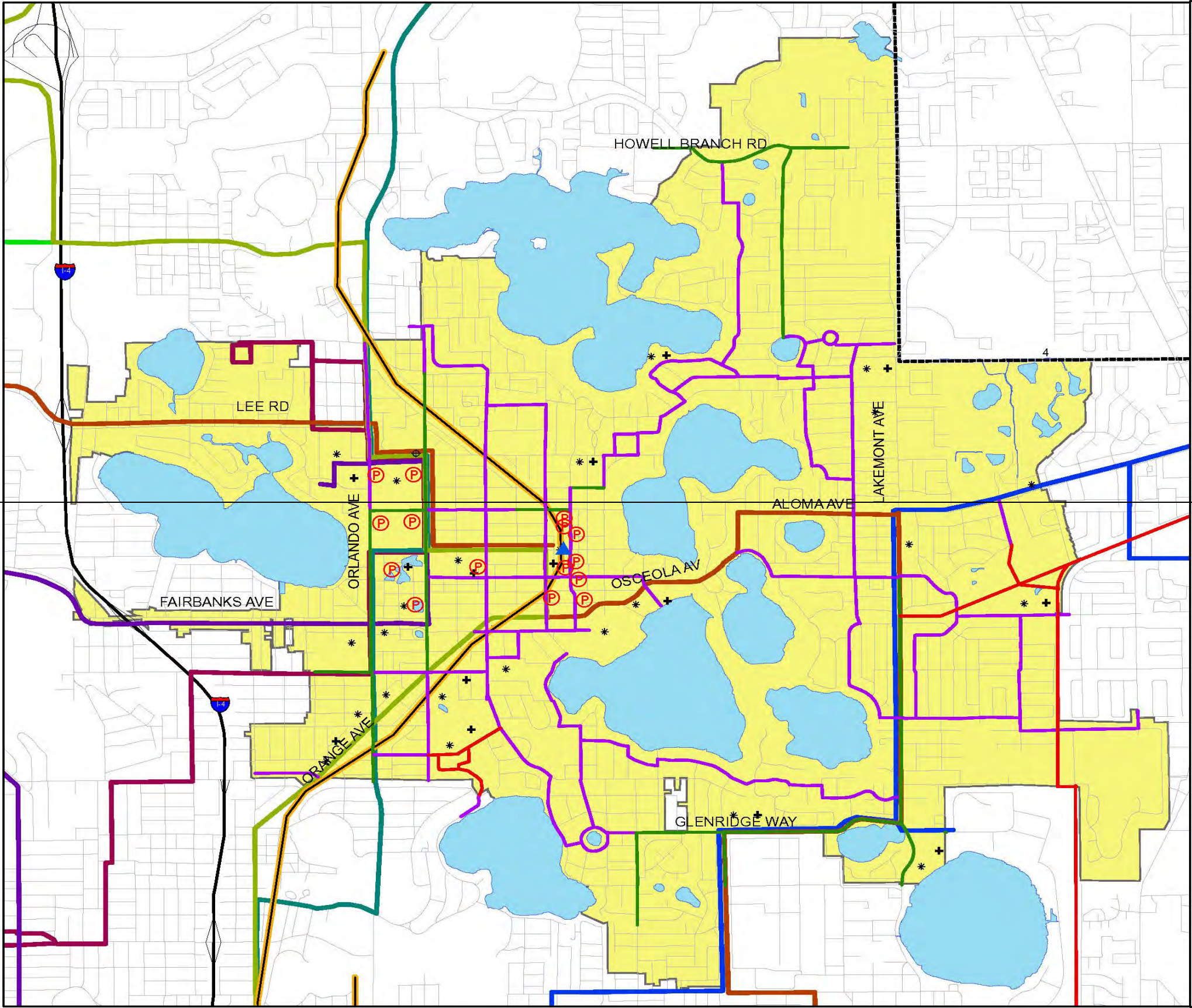


Transportation Element

Figure 12
Vehicular Peak Direction LOS, 2028
Planning Department, 2008

Operating Level of Service

- E
- D
- F
- B / C



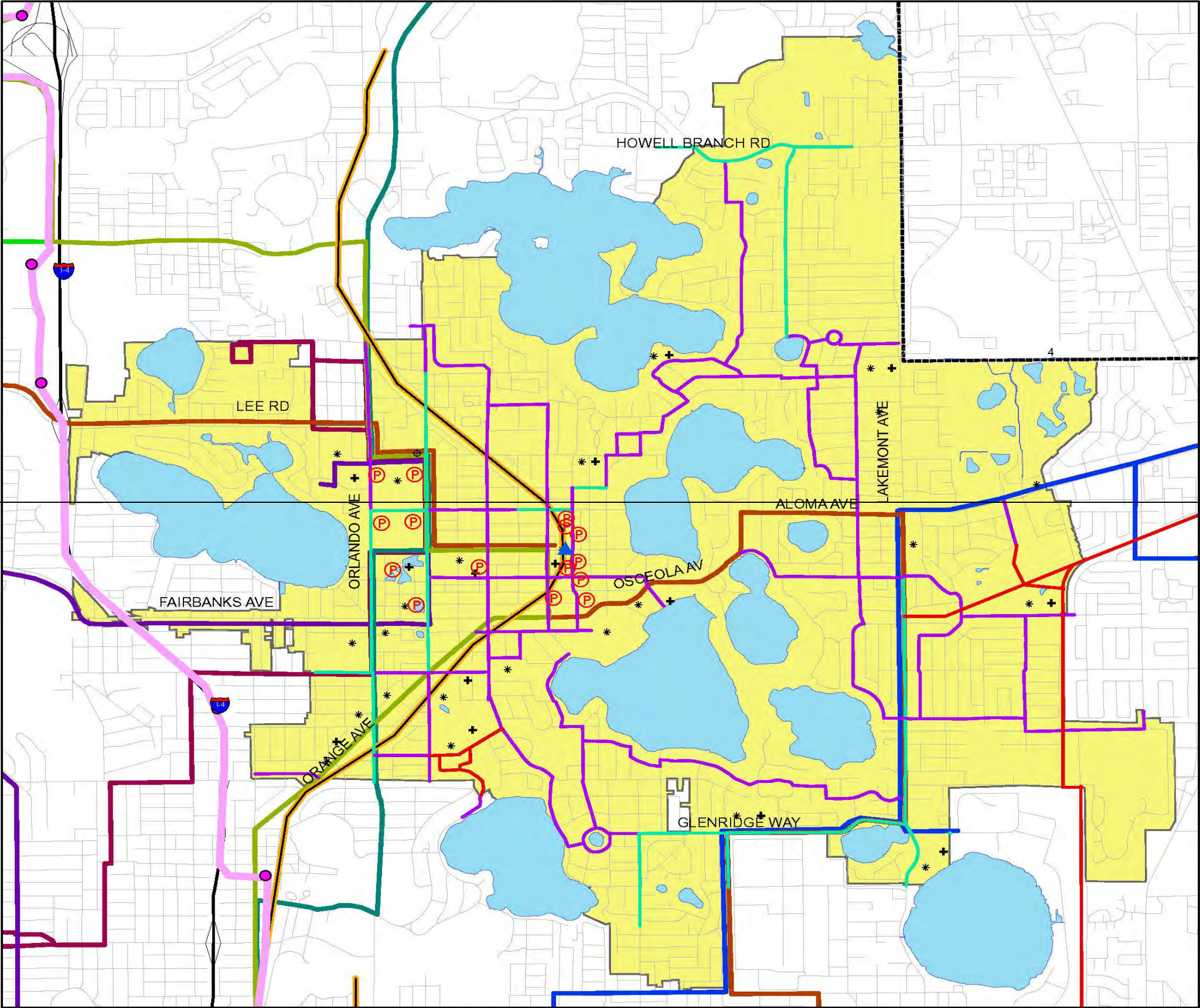
Transportation Element

Figure 13
Future Transportation System Map 2013
Planning Department, 2008

Transit Routes that serve Winter Park

- N. Orange Ave./Altamonte Springs (Link 1)
- N. Orange Ave/Rosemont (Link 9)
- University of Central Florida (Link 13)
- N. Westmoreland Dr. (Link 14)
- College Park (Link 16)
- Winter Park/Forest City (Link 23)
- Fern Park/Sanford (Link 39)

- National Passenger Rail
- Commuter Rail Amtrak Station
- Commuter Rail / LYNX Transfer St
- Parking Facilities
- Bike Parking
- Trailheads
- Multiuse Path
- Lane
- Route



Transportation Element

Figure 14
Future Transit System Map 2028
Planning Department, 2008

Transit Routes that serve Winter Park

- N. Orange Ave./Altamonte Springs (Link 1)
- N. Orange Ave/Rosemont (Link 9)
- University of Central Florida (Link 13)
- N. Westmoreland Dr. (Link 14)
- College Park (Link 16)
- Winter Park/Forest City (Link 23)
- Fern Park/Sanford (Link 39)

- National Passenger Rail
- Commuter Rail
- Commuter Rail / Amtrak Station
- LYNX Transfer St
- Bike Parking
- Trailheads
- Multiuse Path
- Lane
- Route

CHAPTER 3: HOUSING ELEMENT

(Reference §9J-5.010(3), FAC)

~~**3-1: HOUSING GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.** This section stipulates goals, objectives, and implementing policies for the Housing Element pursuant to §163.3177(6)(f), FS, and §9J-5.010(3)(a-c), FAC. The purpose of this element is to provide guidance for appropriate plans and policies needed to meet identified or projected needs in the supply of housing. These plans and policies address governmental activities as well as provide direction and guidance to the efforts of the private sector.~~

~~This Chapter (element) is based upon the data and analysis requirements pursuant to subsection 9J-5.005(1)(2), FAC and subsection 9J-5.010(1)(2), FAC.~~

WINTER PARK RELATED VISION THEMES

Cherish and sustain Winter Park's extraordinary quality of life.

Plan our growth through a collaborative process that protects our City's timeless scale and character.

GOAL 3-1: QUALITY RESIDENTIAL ENVIRONMENT. ALLOCATE LAND AREA TO ACCOMMODATE A SUPPLY OF HOUSING RESPONSIVE TO THE DIVERSE HOUSING NEEDS OF THE EXISTING AND FUTURE POPULATION AND ASSIST THE PRIVATE SECTOR TO RESPONSIVELY MEET DEMAND FOR AFFORDABLE-QUALITY HOUSING IN NEIGHBORHOODS PROTECTED FROM INCOMPATIBLE USES AND SERVED BY ADEQUATE PUBLIC FACILITIES.

OBJECTIVE 3-1.1: PROVIDE ADEQUATE SITES FOR RESIDENTIAL USES. Winter Park shall develop programs and strategies to achieve adequate, affordable and safe housing for current and future populations and shall maintain a sufficient ratio of affordable housing. ~~To achieve this objective the following policies shall be implemented.~~

Policy 3-1.1.1: Zoning Map and Regulations to Support Housing Diversity. The City's Future Land Use Map shall allocate land resources that shall accommodate a range of housing densities and structure types to accommodate current and future population needs.

Policy 3-1.1.2: Sufficient Land and Space for Housing. The Future Land Use Map shall provide sufficient land area for residential uses necessary to accommodate current and future population. Sufficient acreage and space for housing shall be protected or promoted through the following actions:

- ~~1. **Protection of Residential Areas.** The City shall not accept any amendment to the Future Land Use Map that proposes to change a residential designation to a non-residential category except when such amendment addresses at least one of the following:~~
 - ~~a. The proposed land use amendment is consistent with a redevelopment plan approved by the City.~~
 - ~~b. The proposed amendment is necessary to accommodate facilities for public schools, public safety or city services.~~

- ~~e. The proposed land use designation allows development that includes mandatory residential uses, and development designs must conform to site design standards mandated in the Future Land Use Element.~~
- ~~d. As part of the amendment application, the property owner/applicant enters into a housing agreement with the City to replace any demolished residential units at locations acceptable to the City; or in lieu thereof, the applicant contributes an equivalent fee to the City for the construction of affordable housing similar to the housing type that was removed.~~
- ~~e. Affordable housing construction or fees may qualify for credit against all or a portion of the City's affordable housing linkage fee.~~
- ~~f. The amendment is necessary to accommodate a nursing home, adult congregate care facility, or other housing for the elderly.~~
- ~~g. The land use amendment occurs as an administrative amendment initiated by the City.~~

- ~~2. **Residential Uses in Complementary Development.** Housing shall be allowed to occur with complementary commercial and office development when placed within appropriate Future Land Use Map designations. The Future Land Use Map shall provide one or more zoning districts that promote this type of development. The Future Land Use Element provides standards and criteria for this type of development shall be incorporated into the LDC to assure compatibility between residential and non-residential land uses.~~

Policy 3-1.1.2: Technical Assistance to Private Sector. The City shall provide technical assistance, information, and referral services to the housing industry in order to maintain housing production sufficient to meet the projected housing market demand, particularly for affordable housing construction activities.

Policy 3-1.1.43: Developing Public/Private Partnerships. Winter Park shall assist in exploring developing local government partnerships with the private sector to improve and expand the efficiency of the affordable housing delivery system. Similarly, the City shall also coordinate the installation of community facilities supportive to housing resources.

Policy 3-1.1.54: Housing Demands Generated by College Students. The City shall coordinate with Rollins College regarding campus development plans and the availability of on-campus housing. The purpose of such coordination is to evaluate impacts college enrollment places on housing needs within the City.

OBJECTIVE 3-1.2: SUPPORT AND PROTECT AFFORDABLE HOUSING. The City shall establish programs and activities intended to discourage loss of existing affordable housing and to initiate construction of new affordable housing. The City shall direct its resources to maintain and preserve the housing stock within the affordability range for households with income levels at or below the low/moderate income level as indexed by the Orange County Housing and Community Development Division. The following policies shall be used to measure the protection and provision of affordable housing support construction of new affordable housing.

Policy 3-1.2.1: Winter Park Affordable Housing Program. The City shall continue to establish programs and activities intended to support the provision and discourage loss of existing affordable housing for moderate, low, and very low income household groups through an and to support construction of new affordable housing program administered by the City.

~~The goal of the through existing Winter Park Affordable Housing Program is to assure that new housing unit construction in the City accommodates affordable housing for very low, low, programs where warranted and moderate income households consistent with broader comprehensive plan policies. The Winter Park Affordable Housing Program programs includes, but is not limited, to the following activities intended to improve and protect the City's supply of affordable housing as well as to link qualified households with affordable housing assistance:~~

- ~~1. **Support the Hannibal Square Community Land Trust.** The City shall support the Hannibal Square Community Land Trust (HSCLT) to further the goal of providing long term multi-generational affordable housing in the City of Winter Park. The HSCLT shall work in partnership with the City, County, State, and Federal agencies and the private sector to meet the housing needs of low and moderate income families.~~
- ~~21. **Affordable Housing Partnerships.** The City shall establish and support partnerships with non-profit affordable housing entities, charitable foundations and other groups as needed to accomplish the affordable housing implementation goals of the City.~~
- ~~3. **EstablishExplore a Land Bank Program.** The City shall establishwill explore a land bank program for use by the City or the HSCLTa private partner to implement the affordable housing goals of the City. Land would be acquired and affordable housing constructed through linkage fees, grants funds, and county housing assistance grants or other funding sources which would then be conveyed to the HSCLT. The City Commission shall consider the use of condemnation, as necessary, in order to achieve the goals of the City needed.~~
- ~~4. **Density Bonus Program/Land Use Changes.** In cases where the City agrees to change future land use designations or zoning designations, or when planned development variances which increase the residential density of the land involved are requested, the City shall require as part of any approvals, the mandatory set aside of affordable housing units within the project or payment of fees in lieu of a set aside, based upon the terms and conditions of the implementing ordinance.~~
- ~~54. **Affordable Housing Linkage Fee.** The City shall continue to administer and impose an affordable housing linkage fee on new development as a revenue source to fund construction of affordable or workforce housing for Winter Park residents. At least once every year, as needed. Periodically the City shall evaluate the linkage fee program to determine if affordable housing needs and construction costs warrant adjustment of linkage fee rates.~~
- ~~6. - **Affordable Housing Construction.** The City shall continue to directly support the construction of affordable housing units through revenue generated by the affordable housing linkage fee revenue, county, state, federal programs and the private sector.~~
- ~~7. **Affordable Housing Rehabilitation Program.** The City shall continue to support the preservation of the existing affordable housing stock through its housing rehabilitation program in concert with Orange County.~~
- ~~8. **Winter Park Housing Authority.** The City shall continue to support the Winter Park Housing Authority public housing program for very low and low income households.~~

9. Promote Private Sector Investment in Affordable Housing. The City shall encourage private sector housing providers and nonprofit organizations to construct affordable housing in concert with the HSCLT.

10. Technical Assistance, Information, and Referral Services. The City shall continue efforts to serve as a source of information regarding City and County housing assistance programs through brochures, pamphlets, and to provide staff assistance available through the City's Department of Planning and Community Development Department and the Winter Park Housing Authority.

11. Identify City Owned Sites Available for Affordable Housing Development. The City shall establish an internal review process for City owned sites suitable for development of workforce housing at various income levels.

Policy 3-1.2.2: Selecting Sites for Affordable Housing. The City shall continue to promote access to a broad range of housing opportunities with a full complement of public services through cooperation and coordination with the private sector, Orange County, and the East Central Florida Regional Planning Council. Sites for affordable housing developments for very low, low, and moderate income households shall be approved only if such sites have access to the following facilities and services:

1. Service by central potable water and wastewater systems; or, if such systems are not available, the property owner executes a recordable agreement to connect to such facility according to the schedule and payment arrangements acceptable to the City.
2. Accessible to employment centers and shopping centers, which accommodate stores offering household goods and services needed on a frequent and recurring basis.
3. Located on a paved street accessible to a major street (i.e., included in the City's major thoroughfare plan).
4. Accessible to public parks, recreation areas, and/or open space systems.
5. Located on sites having adequate surface water management and solid waste collection and disposal.
6. Priority shall be given to location affordable housing developments within one-half mile of a bus transit route.

Policy 3-1.2.3: Barriers to Affordable Housing within Land Development Regulations.

The City shall ensure that its regulatory techniques and review procedures do not create cumbersome barriers to affordable housing. As part of the evaluation, the City shall evaluate the Future Land Use Map and the Official Zoning Map to assess whether sufficient land and space is available to support housing types for low to moderate income households. The City's Future Land Use Map and Zoning Map shall include provisions that allow locations for diverse housing types such as, but not limited to, Planned Unit Residential Developments, cluster housing townhouses, apartment units, and apartments in upper floors above retail and office uses.

Policy 3-1.2.4: Maintain a Streamlined Development Review Process. Within one year from the effective date of the Winter Park Comprehensive Plan, the City shall establish a streamlined development review and permitting process for affordable and workforce housing developments and redevelopment.

Policy 3-1.2.5: Condominium Conversion Procedures. ~~The City shall develop procedures for the conversion of rental apartments to condominiums. The adopted procedures shall at minimum address application process, notification of current renters, relocation assistance for very low to low income households, land and unit subdivision, condominium plan submittal requirements, property owner association, maintenance of common areas, minimum development and design standards for converted buildings, housing code inspection requirements, and compliance with building codes.~~

Policy 3-1.2.6Policy 3-1.2.5: Maximize Use of Orange County Housing Programs. The City shall maximize use of housing programs administered by the Orange County Division of Housing and Community Development by annually coordinating with the County to identify assistance programs and funds available to Winter Park residents. The City shall continue efforts to jointly work with the Orange County Division of Housing and Community Development regarding housing assistance programs for very low, low, and moderate income households.

Policy 3-1.2.76: Coordination with State Planning Agencies. The City shall coordinate with the Florida Department of ~~Community Affairs~~Economic Opportunity, Department of Health, and Department of Children and Family Services regarding grant programs available to Winter Park for affordable housing, housing rehabilitation, and group home facilities.

Policy 3-1.2.87: Coordination with Regional Agencies. Winter Park shall continue participation on affordable housing committees sponsored by the East Central Florida Regional Planning Council.

Policy 3-1.2.98: Public Involvement in Housing Production. Winter Park shall support the involvement of county, regional, state, and federal agencies in housing production, where such housing is consistent with the City's Comprehensive Plan and implementing regulations. The City shall also promote nondiscrimination in access to housing within the City by promoting fair housing laws and practices.

Policy 3-1.2.109: Housing Assistance Grant Programs. The City shall continue to aggressively pursue grant funds from federal, state, and county agencies for affordable housing assistance, housing construction, and supporting neighborhood infrastructure improvements.

Policy 3-1.2.11: Housing Preservation through Delinquent Property. ~~The City shall coordinate with the Orange County Tax Collector to annually obtain a list of tax delinquent residential properties with the City, and to jointly evaluate potential programs where delinquent residential property within target neighborhoods or affordable housing overlay districts can be acquired or protected through the City's affordable housing program.~~

OBJECTIVE 3-1.3: ELIMINATE SUBSTANDARD HOUSING CONDITIONS. Winter Park shall implement activities and programs that eliminate and prevent substandard housing conditions as measured by the following policies:

Policy 3-1.3.1: Implement Progress to Eliminate Substandard Housing. The City shall continue to ensure that new housing construction, as well as remodeling or rehabilitation of existing residences, conforms to the Florida Building Code. ~~The City shall protect and preserve the structural integrity and aesthetics of Winter Park's housing stock. At each update of the Florida Building Code, the City shall evaluate its administrative and technical manpower and the overall~~

condition of the City's housing resources and commit necessary resources to reconciling related issues identified.

Policy 3-1.3.2: Maintain Housing Condition Records. ~~The City shall conduct an annual survey of housing conditions and housing code violations for the purpose of generating remedial actions to improve housing conditions and reduce substandard or deteriorated housing.~~

The City shall attempt to contact owners of substandard housing units to communicate necessary corrective actions and to inform property owners of available federal, state, and local housing assistance programs for housing rehabilitation.

Policy 3-1.3.3: Enforcement Program Capabilities. The City shall annually monitor the City's capability to responsively remedy code enforcement violations.

Policy 3-1.3.4: Housing Demolition and Rehabilitation. The City shall require rehabilitation of deteriorated or unsafe housing identified as a threat to the safety of occupants or the welfare of the community. If the extent of deterioration prevents rehabilitation, or if the property owner is unwilling to improve an unsafe structure, the City shall require the house to be demolished. Demolition or rehabilitation shall follow practices consistent with the Florida Building Code.

Policy 3-1.3.5: Safe Housing Environments. ~~The City shall continue to require all new residential development to install streetlights.~~

Policy 3-1.3.6: Aesthetic Housing Environments. ~~Landscaping and open space shall be designed, installed and maintained within residential development.~~

Policy 3-1.3.7~~**Policy 3-1.3.5: Infrastructure Improvements for Targeted Neighborhoods.**~~ The City shall continue coordination with the Orange County Division of Housing and Community Development regarding the use of Community Development Block Grant funds for infrastructure improvements within the WestsideHannibal Square neighborhood.

Policy 3-1.3.86: Sewer Extensions to Lower Income Neighborhoods. ~~The City shall maintain existing sewer allocation polices that prioritize sewer system capacity allocations for non-profit and other affordable housing projects. The City shall evaluate the merits and feasibility of a city grant program or similar assistance program to assist with costs to connect homes owned and occupied by very low and low income households to sewer lines within adjacent streets.~~

Policy 3-1.3.97: Coordination with Orange County Housing Improvement Programs. ~~The City shall continue coordination efforts with Orange County to direct housing, utility infrastructure, and weatherization improvement funds to housing and neighborhoods serving very low, low, and moderate income households. The City shall continue to support the County's designation of the WestsideHannibal Square neighborhood as a target community for receipt of Community Development Block Grant (CDBG) funds. The City shall provide the County with a list of infrastructure improvement needs warranting financial assistance from the CDBG program.~~

Policy 3-1.3.108: Implement of Green Building Practices and Programs. The City shall develop criteria that ensures that housing developed with public subsidies be cost effective to build, durable and practical to maintain. The green building practices criteria should ensure that housing developed with public subsidies results in high-quality, healthy living environments, lower utility costs,

enhanced connections to nature, protection of the environment by the conservation of energy, water, materials and other resources, and the advancement of the health of local and regional ecosystems.

OBJECTIVE 3-1.4: PROVIDE OPPORTUNITIES FOR GROUP HOMES, HOUSING FOR THE ELDERLY AND FOSTER CARE FACILITIES. ~~Pursuant to the requirements of §163.3177(6)(3), FS, the~~ The City shall promote housing opportunities to meet the special housing needs of the elderly, dependent children, the physically and mentally handicapped, and the developmentally disabled.

Policy 3-1.4.1: Foster Care Facilities. The City shall continue to comply with state Laws and administrative rules designed to ensure availability of sites for foster care and adult foster care facilities.

Policy 3-1.4.2: Community Residential Homes. ~~The City shall allow~~ continue to permit community residential homes in residential zoning districts providing they meet criteria established below and in Chapter 419, Florida Statutes. ~~In addition, such facilities shall be regulated to manage their location and intensity, including impacts on infrastructure, and to encourage development on sites accessible to public and private services generally required by their residents. The location of community residential facilities shall be dispersed throughout the regional housing market to serve special housing needs, disabilities, or handicaps. The facilities shall foster nondiscrimination and shall provide residential alternatives to institutionalization. Within one year from the effective date of the Winter Park Comprehensive Plan, the City shall enforce the following performance standards:~~

- ~~1. Group homes of six (6) or fewer unrelated residents licensed as community residential homes by the Department of Children and Family Services (DCFS) shall be deemed a single family unit and shall be allowed in single family or multifamily zoning districts. These homes shall not be located within a radius of one thousand feet (1,000') of another existing duly licensed group home of six (6) or fewer residents.~~
- ~~2. Group homes that have from seven (7) to fourteen (14) unrelated residents operating as a family, including support staff, and are duly licensed by DCFS as a community residential care facility shall be allowed in areas that accommodate multifamily residential uses unless the City finds that the group home siting as proposed:

 - ~~a. Does not conform to other existing policies applicable to multifamily uses in the City.~~
 - ~~b. Does not meet applicable licensing criteria established and determined by DCFS, including requirements that the home be located to assure the safe care and supervision of all clients in the home.~~
 - ~~c. Would result in excessive concentration of community residential homes. A home that is located within a radius of one thousand two hundred feet (1,200') of another existing community residential home in a multifamily zone shall be an over concentration of such homes that substantially alters the nature and character of the area. A home that is located within a radius of five hundred feet (500') of an area of single family zoning substantially alters the nature and character of the area.~~~~
- ~~3. All distance requirements cited in this subsection shall be measured from the nearest point of the existing home or area of single family zoning to the nearest point of the proposed home.~~

4. ~~All sites for group homes shall contain requisite infrastructure including potable water, adequate surface water management, approved system of wastewater disposal, and an adequate system for solid waste collection and disposal. The sites shall also be free of safety hazards and all structures shall comply with City ordinances and applicable State laws including licensing and program requirements of the State.~~

Policy 3-1.4.3: Housing for the Elderly. The City shall promote the development of housing alternatives specially designed for the elderly, including but not limited to adult living facilities and adult foster care homes. Sites for elderly housing shall be approved only if such sites have access to the following facilities and services: appropriate infrastructure and are located on a paved street.

1. ~~Serviced by potable water and wastewater systems.~~
2. ~~Located on a paved street.~~
3. ~~Located on sites having adequate surface water management and solid waste collection and disposal.~~

Policy 3-1.4.4: Nursing Homes. The City shall establish adequate locations for nursing homes with appropriate zoning categories and where central sewer and wastewater systems are available.

Policy 3-1.4.5: Adequate Sites for Special Housing Needs. ~~The future land use map and official zoning map shall provide adequate locations from~~ The City shall support the placement of group homes, nursing homes, foster care facilities, and other special housing needs licensed or certified by the State of Florida. Location criteria for such uses shall at minimum comply with state laws.

OBJECTIVE 3-1.5: CONSERVE NEIGHBORHOOD QUALITY AND EXISTING HOUSING STOCK. The useful life of existing housing stock shall be conserved through effective implementation of laws, ordinances, and programs directed toward preserving neighborhood quality, including conservation of natural and historic resources, maintenance of community facilities, and code enforcement activities. ~~This objective shall be achieved through the implementation of the following policies.~~

Policy 3-1.5.1: Conservation and Rehabilitation of Existing Housing. The City shall develop a method to promote the conservation and rehabilitation of existing housing as a means to maintain or improve residential conditions and reduce the waste of valuable housing resources, particularly those serving as affordable and workforce housing.

Policy 3-1.5.2: Maintain Active Code Enforcement. The City shall maintain an active code enforcement program to identify housing accommodations and nonresidential structures that fail to comply with the minimum specification governing building construction, electrical facilities, water and wastewater systems, construction, fire protection, flood prevention, and housing. Where structures fail to meet minimum standard specifications, the City shall duly notice the violation and stipulate conditions for bringing the structure into compliance.

~~**Policy 3-1.5.3: Discourage Factors Creating Blight.** The City shall avoid potential blighting influences within residential areas through land use planning. Where unavoidable, adverse impacts of land use transition shall be minimized through performance criteria requiring adequate screening, landscaping, and other design features which promote land use compatibility and appropriate land use transition.~~

~~**Policy 3-1.5.4**~~**Policy 3-1.5.3: Supportive Facilities and Services for Quality Residential Neighborhoods.** The City shall ensure that sufficient systems for delivery of public facilities and services supportive to a quality residential environment have been planned, designed and implemented where possible. Such facilities include potable water, wastewater, transportation, and drainage. A capital improvement program and budget predicated on continuing review and evaluation of evolving housing problems and related infrastructure issues shall be the principal tool for realizing this policy.

~~**Policy 3-1.5.5: Implementing Principles and Standards.** The City shall enforce best management principles and practices that include standards, techniques, and strategies to guide the conservation, rehabilitation, and demolition of housing units.~~

~~**Policy 3-1.5.6**~~**Policy 3-1.5.4: Compatibility of New Residential Development.** Winter Park shall continue to ensure compatibility of proposed development with adjacent and surrounding residential uses. The City shall not permit any development that is inconsistent, in terms of residential unit type, lot sizes, housing size, tenure status (i.e., short-term rentals) and setbacks, with that allowed by the Winter Park Comprehensive Plan or the LDC, through recognition of existing neighborhoods and minimizing impacts created by new development through the city's Land Development Code regulations.

~~**Policy 3-1.5.75: Compatibility of Development.** Where the Future Land Use Map and Official Zoning Map allow both residential and commercial development, the City shall allow residential uses to occur with compatible nonresidential uses.~~

~~**Policy 3-1.5.86: Monitor Housing Demolition.** The City shall annually conduct an inventory of residential construction activity resulting in the demolition of residential units. As part of the inventory process, the City shall identify demolition removing affordable housing.~~

~~**Policy 3-1.5.9: Residential Design and Development Standards.** Within one year from the effective date of the Winter Park Comprehensive Plan, the City shall study the public interest in residential development and design standards addressing the following:~~

- ~~1. Subdivisions, redevelopment, and plot plans promoting design and development compatible with neighborhood and community road concepts set forth in the Transportation Element.~~
- ~~2. Building scale and general architectural standards to promote cohesive neighborhood character and compatible architectural vernacular.~~

~~Policy 3-1.5.10~~**Policy 3-1.5.7: Protection of Established Neighborhoods.** The City shall formalize a process for neighborhood planning to address traffic, parking, infrastructure and utility needs, land use and density ranges consistent with neighborhood character, natural and historic features, and public facilities to serve the area.

OBJECTIVE 3-1.6: PRESERVE RESIDENTIAL HISTORIC OR ARCHITECTURAL RESOURCES. Neighborhood character and housing diversity shall be protected and enhanced by preserving residential structures determined to have historic or architectural significance to the City of Winter Park by the Florida Master Site File survey report entitled *Architectural Survey and National Register Evaluation*, which may be amended from time to time.

Policy 3-1.6.1: Historical Housing Assessment and Survey. The City shall ~~include historic housing when updating~~ update its Florida Master Site File survey and National Register of Historic Places evaluation report as described in the Future Land Use Element.

~~Policy 3-1.~~**Policy 3-1.6.2: Monitor Historic Preservation Activities and Demolition.** On an annual basis, the City shall review and evaluate the historic preservation ordinance to measure its effectiveness for protecting historic sites identified in the Florida Master Site File report. A report documenting the status of historic buildings and sites shall include historic housing and shall be presented to the City Commission by April 1 of each year.

~~Policy 3-1.6.3~~**Policy 3-1.6.2: Accessory Dwelling Units.** The City shall continue to support the ability for properties that have been individually designated to the Winter Park Register of Historic Places or properties in historic districts that have been designated to the Winter Park Register of Historic Places to preserve existing accessory dwelling units and to construct new accessory dwelling units.

OBJECTIVE 3-1.7: RELOCATION ASSISTANCE AND HOUSING. Winter Park shall apply uniform and equitable treatment of persons and businesses displaced by City programs, consistent with §421.55, FS. This objective shall be measured through the implementation of the following policies:

Policy 3-1.7.1: Provide Alternative Housing Sites for Displaced Structures and Residents. The City shall continue to enforce its displacement and relocation ordinance. ~~The City shall assist any person who is required to move from any real property as a direct result of the City's acquisition of such real property for public purposes, by locating other sites and housing facilities available to them as replacement dwellings.~~ When planning the location of land acquisition for public purposes, the City shall assess the degree of displacement that may occur.

Winter Park shall not be responsible for relocating City residents who are displaced as the result of county, state, or federal programs or actions.

~~Policy 3-1.7.2: Relocation Caused by Condominium Conversions or Redevelopment.~~ The City shall require that the applicant or developer providing reasonable notice to tenants that must be relocated because of condominium conversions or redevelopment projects.

OBJECTIVE 3-1.8: EVALUATION OF HOUSING ELEMENT EFFECTIVENESS. The City shall use the following policies to continually evaluate the effectiveness of the Housing Element.

~~Policy 3-1.8.1: Review the Impact of Change Indicators on Housing Policy.~~ Major shifts in the magnitude, distribution, and characteristics of population and housing shall serve as indicators of change in various aspects of housing supply and demand. The City shall annually monitor changes in condition of affordable housing units and potential historic sites through programs identified in other policies of this element. The policy implications of major changes in housing supply and demand shall be evaluated on a continuing basis. Housing policy shall be refined as needed in order to remain responsive to changing problems and issues.

~~Policy 3-1.8.2: Schedule, Budget, and Implementing Programmed Activities.~~ The timely scheduling, programming, budgeting, and implementing of housing programs identified in this Element shall be evidence of the City's effectiveness in carrying out a systematic program for implementing adopted housing goals, objectives, and policies.

~~Policy 3-1.8.3: Coordinate with Public and Private Sectors.~~ While continually implementing and evaluating the Housing Element, the City shall maintain a process of intergovernmental coordination as well as coordination with private sector groups interested in housing policy and programs. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving housing problems and issues.

~~Policy 3-1.8.4: Achieve Effective Resolution of Housing Goals, Objectives, and Policies.~~ The effectiveness of the Housing Element shall be measured by the City's success in achieving housing goals, objectives, and policies. The Housing Element incorporates a systematic planning process for identifying housing problems, issues and corrective actions.

OBJECTIVE 3-1.9: COORDINATE HOUSING TYPE AND LOCATION WITH TRANSPORTATION PROGRAMS AND PLANS. Land use and transportation planning shall be coordinated to assure that affordable housing, higher density housing, and housing for special groups are accessible to future public transportation programs or transit systems.

~~Policy 3-1.9.1: Develop a Transportation Corridor Residential Plan which is linked to the Transportation Element.~~ The City shall develop a Transportation Corridor Residential Plan which seeks to expand residential uses along the major transportation corridors in the city and make them accessible to the region's public transportation linkages. Affordable housing, housing for special groups, and higher density residential development shall be encouraged to locate along or within a quarter mile of roadways served or likely to be served by bus transit systems. The standards and criteria in the Future Land Use Element shall be enforced to assure compatibility between residential and non-residential land uses.

Policy 3-1.9.1: Transportation Programs. The City shall make available information and brochures regarding any transportation assistance programs available to the elderly, disabled, or transportation-disadvantaged.

Policy 3-1.9.32: Integration of Residential Design with Transportation Plans. Residential development and design shall be compatible in scale, type and density to adjacent roadway functional classifications.

CHAPTER 4: PUBLIC FACILITIES

(Reference §9J-5.011(2), FAC)

WINTER PARK RELATED VISION THEMES

Cherish and sustain Winter Park's extraordinary quality of life.

Plan our growth through a collaborative process that protects our City's timeless scale and character.

~~**4-1: PUBLIC FACILITIES GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.** This section stipulates goals, objectives, and implementing policies for the Public Facilities Element, which includes sanitary sewer, solid waste, potable water, natural groundwater aquifer recharge, and stormwater management and electric utility. The purpose of this element is to provide guidance for appropriate plans and policies needed to meet identified or projected needs in these public facilities.~~

~~This Chapter (element) is based upon the data and analysis presented in Chapter 4 of the Data Inventory and Analysis document that supports City of Winter Park Comprehensive Plan.~~

~~This element provides a means to guide community management decisions in a manner that ensures public facility and infrastructure components are available and maintained to serve demands generated by existing and future population and development. Public facilities must be in place simultaneous with demand to maintain environmental balance, continue satisfactory delivery of public services, protect health and safety of the community and utility customers, and meet desired quality of life. As most areas within the City are accessible to central water and sewer lines, this element places emphasis on maintenance through repair and replacement of capital facilities, while striving for environmental and service improvements.~~

GOAL 4-1: PROMOTE PUBLIC HEALTH AND SAFETY THROUGH PUBLIC FACILITIES. TO ENSURE THE PROVISION OF HIGH QUALITY, HEALTHFUL, EFFECTIVE, RELIABLE AND NECESSARY SERVICES FOR COORDINATED SANITARY SEWER, POTABLE WATER, SOLID WASTE, DRAINAGE AND NATURAL GROUNDWATER AQUIFER RECHARGE TO CITY RESIDENTS, CUSTOMERS AND VISITORS WHILE ENSURING PROTECTION AND PRESERVATION OF THE ENVIRONMENT.

PROVISION OF PUBLIC FACILITIES

OBJECTIVE 4-1.1: PROVIDE SERVICE CONSISTENT WITH LEVEL OF SERVICE STANDARDS. Service all new development and redevelopment with potable water, sewerage, stormwater management and solid waste management that meets or exceeds the adopted levels of service.

Policy 4-1.1.1: Infrastructure Available Concurrent with Development. Assure the provision of these infrastructure and public facility and services concurrent with development.

Policy 4-1.1.2: Infrastructure Priority Criteria. Prioritize infrastructure investment based on existing facilities; deficiencies first, replacement and retrofitting of facilities second, and future facility needs third.

Policy 4-1.1.3: Maximize Use of Existing Facilities. Locate public service facilities and utilities so as to maximize their efficiency, minimize their cost, and minimize their impacts on the natural environment.

Policy 4-1.1.4: Use of Interlocal Agreements. Be responsive to opportunities for interlocal agreements with adjacent governments for the purpose of improving and integrating the provision of these public facilities to the areas adjacent to the City.

OBJECTIVE 4-1.2: LAND USE AND PUBLIC FACILITY COORDINATION. Achieve internal consistency in the Comprehensive Plan by managing land use so that new development and redevelopment are permitted only if the necessary public facilities are provided concurrently with the impacts of the development.

Policy 4-1.2.1: Compliance with Concurrency Requirements. The City shall ensure that all development shall be in compliance with applicable state and City concurrency laws-

Policy 4-1.2.2: Coordinate Development Timing with Infrastructure Funding and Availability. Ensure that the location and timing of new development or redevelopment is coordinated with the City's ability to provide and fund public facility improvements.

Policy 4-1.2.3: Location and Timing of Improvements. Consider the location and timing of new public facility construction in requests for land use plan amendments.

SANITARY SEWER SUB-ELEMENT

GOAL 4-2: SANITARY SEWER. PROVIDE COST-EFFECTIVE WASTEWATER TREATMENT AND ENVIRONMENTALLY ACCEPTABLE EFFLUENT DISPOSAL THROUGH CENTRAL WASTEWATER TREATMENT SYSTEMS.

OBJECTIVE 4-2.1: WASTEWATER COLLECTION AND TREATMENT. Provide users with economically and environmentally sound wastewater collection and treatment, which protects investments in existing facilities and promotes orderly, compact urban growth.

a. Central Wastewater System

Policy 4-2.1.1: Sanitary Sewer Minimum Level of Service. The City shall maintain and develop sanitary sewer collection and treatment facilities and systems that provide and ensure that the minimum adopted levels of service for sanitary sewer of 139 gallons per day per capita and 320 gallons per day per equivalent residential unit are available to serve the City and its utility service areas.

Policy 4-2.1.2: Alternative Sources for Sewer Treatment. If the City's central sewer treatment facilities do not have capacity to treat all wastewater flows generated from existing and future demands within the service area, the City shall purchase capacity from nearby sewer providers to assure central sewer service capacities are sufficient to meet or exceed the sanitary sewer level of service standard.

Policy 4-2.1.3: Mandatory Connection to City's Central Sewer System. All new development and redevelopment within the City shall connect to the central sanitary sewer system except as otherwise allowed by ~~policy under Objective~~ Policy 4-2.1.b7 to Policy 4-2.1.11.

Policy 4-2.1.4: Discourage Duplication of Services. Continue interlocal agreements with adjacent governments, authorities and private utilities on utility service area boundaries so that there are no unnecessary duplications of service lines or conflicts in service provision.

Policy 4-2.1.5: Sewer System Improvements and CIP. Implement sanitary sewer system maintenance and improvement projects in accordance with the Capital Improvements Program (CIP).

Policy 4-2.1.6: Sanitary Sewer Capacities and Concurrency Management System. As part of the annual preparation of the fiscal year budget, the City's concurrency management system shall be update to identify available capacities within the sewer treatment system operated by the City as well as available capacities reserved through agreements with other sewer service providers. Upon completion of the annual concurrency management system update, the City shall send a copy of the concurrency management report to Orange County or any local other government whose constituents reside or own property within Winter Park's sewer service area.

~~b. Septic Tanks~~

Policy 4-2.1.7: Prohibit Septic Tanks for New Development within the City Limits. New development and redevelopment within the City limits are prohibited from using septic tank systems except as otherwise allowed under ~~Objective 4-2.1.b~~ Policy 4-2.1.7 to Policy 4-2.1.11. All new development within the City limits shall connect to the central wastewater system no later than the issuance of a certificate of occupancy unless otherwise allowed under ~~Objective 4-2.1.b~~ Policy 4-2.1.7 to Policy 4-2.1.11.

If a sewer collection line is not within 100 feet of a vacant residential lot or a residential lot on which an existing home was demolished or destroyed, septic tanks may be used ~~on an interim basis~~ by a single family home subject to a sewer collection agreement that requires the property owner to connect to the sewer line within five years from the date on which an operating sewer line is available within right-of-way or easements adjacent to the property. An alternative timeframe may be established within the agreement subject to approval by the City Commission, but connection shall occur no later than ten years from the time of availability. The sewer collection agreement shall be established between the property owner and the City, and shall be recorded prior to issuance of a certificate of occupancy.

For purposes of this policy, redevelopment shall be defined as improvements equal to 50% of the value of the current structure, based on the most recent building value listed by the Orange County Property Appraiser's Office.

Policy 4-2.1.8: Installment and Operation of Septic Tanks. All septic tanks systems, including drain fields, must comply with Orange County Health Department septic tank policies, standards and criteria.

Policy 4-2.1.9: Elimination of Septic Tanks. For development currently served by septic tanks, the City ~~should~~ shall evaluate and consider solutions and programs that can be used to encourage connection to the City's utility wastewater system.

Policy 4-2.1.10: Elimination of Existing Septic Tanks in Areas with Unsuitable Soils. Existing septic tanks in areas with unsuitable soils shall be required to connect to sanitary sewer facilities within one year from the installation of sewer collection lines within right-of-way or easements adjacent to a parcel. Any problem areas that experience septic tank failures due to unsuitable soils or any areas where septic tank problems are identified by the Orange County Health Department, shall be prioritized for extension of sanitary sewer facilities and the City shall, on its own or in consort with Orange County, require hookup to these sewer facilities with costs reimbursed to the City via property assessments or other contractual agreements.

Policy 4-2.1.11: Prohibit Mounded Drain Fields. Within the City limits, the City shall prohibit the use of mounded or elevated septic tank drain fields.

e. Package Treatment Plants

Policy 4-2.1.12: Prohibit Use of Package Treatment Plants. Within the City utility service area, the City shall prohibit the construction and use of private package treatment plants even as an interim service provision. If areas are annexed into the City that are served by package treatment plants, the City shall prepare a plan no later than one year from the annexation date to address closure of the facility and connection to the City's utility wastewater system.

SOLID WASTE SUB-ELEMENT

GOAL 4-3: SOLID WASTE SERVICES. AN ENVIRONMENTALLY SAFE, EFFICIENT AND COST EFFECTIVE SYSTEM FOR THE COLLECTION, TRANSFER AND DISPOSAL OF SOLID WASTE.

OBJECTIVE 4-3.1: EFFICIENT SOLID WASTE COLLECTION AND DISPOSAL. Provide safe, sanitary and efficient solid waste collection and contract disposal for all properties within the City and encourage reduction of waste through recycling programs.

Policy 4-3.1.1: Collection Level of Service and Disposal of Standard Solid Waste Materials. ~~Provide bi-weekly~~ Continue solid waste collection and disposal service to all residential and non-residential properties in the City through contractual agreements with waste collection businesses. The level of service provided for collection and disposal shall be consistent with the level of waste generated from development and land uses occurring within the City. The City shall manage collection and disposal services sufficient to accommodate at least an annual average daily level of service of 4.2 pounds per capita.

Policy 4-3.1.2: Disposal Capacity. The City shall continue to require the waste collection provider to secure arrangements with landfill operators regarding sites for disposal of solid wastes. The City shall require within service agreements that the waste collection provider disposes of trash at landfill or similar disposal sites approved by the Florida Department of Environmental Protection (FDEP).

Policy 4-3.1.3: Yard Trash and Recyclable Collection and Disposal. Continue yard trash and recyclable collection services through contractual agreements with waste collection businesses. The City shall assure through service agreements with the waste collection provider that yard trash and recyclable collections will be transferred to appropriate recycling or processing centers.

Policy 4-3.1.4: Large and Bulky Trash Pickups for Residential Customers. Through service agreements with the waste collection provider, the City shall require waste collection providers to provide special pickup service for large and bulky trash.

Policy 4-3.1.5: Construction Debris. Construction sites will provide on-site trash containers for construction debris and shall be responsible for arranging regular collection and removal of construction debris to maintain public health and for fire prevention purposes.

Policy 4-3.1.6: ~~Voluntary~~ Recycle Program. Continue the ~~voluntary~~ residential recycling program of newspapers, cardboard, glass, plastic and aluminum for the City's residential customers. The City shall also require through any new contractual agreements with waste collection providers that recycling programs be offered ~~on a voluntary basis~~ to non-residential customers.

Policy 4-3.1.7: Public Awareness Program. Continue a public awareness program jointly developed by the City and ~~Waste Management~~ the waste collection provider to inform, educate, and urge residents and businesses ~~of the environmental and cost benefits associated with recycling to participate in recycling programs demonstrating the environmental and cost benefits associated with the program.~~

Policy 4-3.1.8: Implement Recycling Programs. Continue to provide the actions necessary for implementation of the interlocal agreement for county-wide recycling and disposal requirements.

Policy 4-3.1.9: Capacity Concurrent with Development Impacts. The City shall require, before development is permitted, that solid waste disposal facilities be available concurrent with the demand for those facilities in accordance with the adopted level of service. Solid waste disposal facilities means both available landfill capacity necessary for that development and collection mechanisms necessary for transportation of the solid waste to be generated.

Policy 4-3.1.10: Coordination with County Landfill Capacity. The City shall annually coordinate with Seminole County and Orange County regarding status of existing and future landfill capacity. Prior to entering into a service agreement with a waste collection provider, the City shall require the service provider to demonstrate that landfill sites are available and accessible to the provider for the duration of the service agreement.

Policy 4-3.1.11: Hazardous Waste Collection and Disposal. ~~The City shall continue to support Orange County's hazardous waste collection and disposal program by informing and educating citizens and businesses regarding proper disposal needs as well as the location of County hazardous waste disposal sites. The City shall continue the hazardous waste collection and disposal program by providing citizens with the locations of hazardous waste disposal sites, as well as informing and educating citizens and businesses regarding proper hazardous waste disposal.~~

DRAINAGE SUB-ELEMENT

GOAL 4-4: DRAINAGE. PROVIDE STORMWATER DRAINAGE TO PROTECT AGAINST FLOOD CONDITIONS AND PREVENT DEGRADATION OF QUALITY OF RECEIVING WATERS.

OBJECTIVE 4-4.1: STORMWATER MANAGEMENT AND WATER QUALITY. Provide adequate drainage and stormwater management prior to discharge of stormwater to lakes and streams so as to ensure protection from flooding and limit degradation of receiving water quality.

Policy 4-4.1.1: Stormwater Quantity Level of Service. The City adopted a drainage facility level of service standard for new development or redevelopment that requires design of drainage facilities and low impact development techniques to eliminate or minimize stormwater runoff discharges as well as the retention and treatment of the first inch of stormwater to be consistent with the requirements Chapter 62-25 Section 25.040, F.A.C and Chapter 62-302.500 F.A.C. However, in certain circumstances, the City's stormwater regulations may require that this be accomplished in excess of these standards ~~by excluding the use of underground retention facilities or may require properties to comply with these standards, where not required by these State rules, when undergoing redevelopment wherein the Stormwater Board of Appeals may allow the accomplishment of this level of service off site.~~ The City adopted a drainage facility level of service standard for new development or redevelopment that requires design of drainage facilities and low impact development techniques to eliminate or minimize stormwater runoff discharges to meet or exceed State and/or Federal requirements pursuant to Chapter 62-25 Section 25.040, F.A.C and Chapter 62-302.500 F.A.C.

Policy 4-4.1.2: Stormwater Quality Level of Service. Stormwater facilities and site development shall be designed to prevent runoff from lowering water quality within freshwater lakes below the minimum conditions necessary to maintain State classifications as established in Chapter 62-302, F.A.C. Stormwater treatment is required by retention or detention of up to two inches of runoff on newly developed and redeveloped sites.

Policy 4-4.1.3: Stormwater Design Compatibility with Natural Systems. Stormwater retention/detention areas located outside of public right-of-way, and which are visible to or accessible to the public, shall be designed and landscaped to appear as a natural waterbody unless determined by the City that public health or safety may be threatened. Such stormwater detention or retention areas shall be designed so that the shorelines are sinuous rather than straight, and so that water/land interfaces are curvilinear.

Policy 4-4.1.4: Roadway Stormwater Facilities. New –subdivisions or other development projects creating new public or private roads shall provide stormwater retention and detention for all new roadways constructed consistent with the ~~first inch retention~~ State requirements of Section 62-25 F.A.C, Regulation of Stormwater Discharge; Chapter 62-25, Section 25.040 F.A.C; and Chapter 62-302.500 F.A.C.

Policy 4-4.1.5: Compliance with Stormwater and Lakes Management Plan. ~~Development and redevelopment shall comply with all applicable stormwater design and facility requirements established within Stormwater and Lakes Management plans approved by the City Commission~~

Site design shall accommodate and occur consistent with the stormwater retention/detention design as set forth within the stormwater plan.

~~Policy 4-4.1.6: Stormwater Design for Redevelopment Not Subject to Approved Stormwater and Lakes Management Plans.~~ Redevelopment must retrofit existing development sites to meet the City's stormwater design and level of service standards, or to comply with the requirements of stormwater master plans approved when renovation value to buildings exceeds 50% of its market value. The market value shall be determined according to the most recent valuations listed by the Orange County Property Appraiser's office. A stormwater master plan must have been approved by the City Commission.

~~Policy 4-4.1.57: Eliminate Discharge to Lakes~~ Eliminate Reduce Localized Flooding and Pollutant Discharge to Lakes through the Stormwater Utility Capital Improvement Plan Program. The City's Stormwater Utility CIP Program shall includes a continuous program of capital funding to implement drainage improvement projects to eliminate reduce localized flooding. The City's CIP also includes which work water quality projects to eliminate-reduce pollutants by reducing nutrient loads from to eliminate stormwater runoff that direct discharges of stormwater directly into lakes and drainage wells. This is accomplished by retrofitting the drainage systems to include solids removal technologies and stormwater retention or detention to allow-and percolation into the ground. These CIP projects shall be implemented through methodologies equivalent to the standards referenced in Policies 4-4.1.1 and 4-4.1.2. prior to discharge or overflow into the lakes or drainage wells.

~~Policy 4-4.1.68: Stormwater Utility Fees and Revenues-Program.~~ Continue collecting, monitoring and adjusting the stormwater utility fees as required to fully fund the City's stormwater program. The stormwater utility revenues to be set aside for the stormwater capital improvement plan with the balance toward drainage operation and maintenance costs as a funding source for drainage operations, maintenance and capital improvements, and implement capital improvements as programmed in the Capital Improvements Plan. Additionally, continue to apply for stormwater management cost share programs as a supplemental funding source for the stormwater capital improvement plan and drainage operation and maintenance costs.

~~Policy 4-4.1.9: Continue the Use of Stormwater utility Revenue for Capital Improvements.~~ Continue the use of stormwater utility revenue to be set aside for capital stormwater improvement projects with the balance toward drainage operation and maintenance costs. Additionally, continue to apply for stormwater management cost share programs a supplemental funding sources.

~~Policy 4-4.1.710: Require Stormwater Analysis and Treatment Implementation with Redevelopment Plans.~~ To create opportunities for efficient use of land, innovative site design, and conformance with desired land use plans and development character, the City shall require stormwater analysis and treatment implementation as part of redevelopment plans involving multiple properties. The City shall also encourage or consider the preparation of stormwater master plans in conjunction with proposed neighborhood plans.

POTABLE WATER SUB-ELEMENT

GOAL 4-5: POTABLE WATER. PROVIDE ALL USERS WITH ECONOMICALLY AND ENVIRONMENTALLY SOUND POTABLE WATER PRODUCTION, TREATMENT AND DISTRIBUTION SYSTEMS WHICH MEET THEIR NEEDS FOR QUANTITY, QUALITY, AND SAFETY.

OBJECTIVE 4-5.1: PROVIDE POTABLE WATER TO MEET CUSTOMER NEEDS. The City shall provide water production, treatment and distribution facilities, and equipment necessary to meet the needs of its customers. ~~and necessary to~~ The City shall meet adopted level of service standards through the year 20207.

Policy 4-5.1.1: Potable Water Level of Service. The City adopts potable water minimum level of service standards of 150 gallons per capita per day for average usage and 225 gallons per capita per day for peak usage.

Policy 4-5.1.2: Compliance with Florida Department of Environment (FDEP) and Insurance Service Organization (ISO) Public Water System Standards. Water production, treatment and distribution facilities shall be maintained, operated, and improved in a manner necessary to continue meeting the adopted level of service standards, FDEP water quality criteria set forth in Chapter 64-550, FAC, and ISO fire flow criteria.

Policy 4-5.1.3: Provide Capital Improvements to Meet Level of Service Standards. The City shall invest in the water production capital improvement projects itemized in the Capital Improvements Element that are required to maintain level of service standards set forth in Policy 4-5.1.1 and 4-5.1.2.

Policy 4-5.1.4: Capital Improvement Investment for Water System. The City shall invest in the water distribution improvement projects itemized in the Capital Improvements Element.

Policy 4-5.1.5: Mandatory Connection to Water System. The City shall require all new development within the water utility service area to utilize the City's potable water for consumptive, non-irrigation uses.

Policy 4-5.1.6: Water Capacity Concurrent with Development Impacts. Water capacity in the Winter Park Utility system shall be available consistent with the City's adopted level of service standards prior to issuance of a City building permit. For development within the Winter Park Utility service area but outside the City's boundaries, the City shall not issue a connection permit unless water capacity is available consistent with the City's adopted level of service standard.

Policy 4-5.1.7: City Participation in Opportunities Generated by Development Activities. The City shall cooperate with developers in financially participating in the cost of over-sizing new water mains or looping water systems when there is a need for such improvement and when there is an economic efficiency benefit to the City in such participation.

Policy 4-5.1.8: Implementation of City Water Supply Facilities Work Plan. The City of Winter Park Water Supply Facilities Work Plan as submitted by the City and approved by the St. Johns River Water Management District in October 2005 for the time period of 2005 through 2015

is hereby adopted by reference. ~~located in the Data Inventory and Analysis section of this Public Facilities Element is hereby adopted as an exhibit to this element.~~

Policy 4-5.1.9: Multi-jurisdictional Planning Initiatives. Identify partnerships with surrounding utilities such as Orange County, Orlando Utilities Commission, and Seminole County on regional water supply development projects to provide wholesale water to the City of Winter Park. ~~Such projects include working with the Seminole County and exploring the technical and institutional feasibility of developing the Lake Monroe alternative and the preliminary design for the St. Johns River near Deland and Lower Ocklawaha River Alternative Water Supply projects.~~

OBJECTIVE 4-5.2: POTABLE WATER CONSERVATION AND PROTECTION OF GROUNDWATER SUPPLIES. Conserve potable water supply to encourage reduction in water demand; to prevent and reduce wasteful, uneconomical, impractical, or unreasonable use of water resources; and to preserve natural groundwater aquifer supplies for existing and future population by continuing distribution of reclaimed water as a source for non-potable water and by promoting water conservation programs.

Policy 4-5.2.1: Water Reclamation. The City shall continue to apply treated effluent as reuse water for irrigation within parks, open space areas, golf courses, and cemeteries. Reuse lines shall be expanded as opportunities arise to provide additional areas of the City with reclaimed water for irrigation purposes. Expansion of the reuse lines and reclaimed water shall also occur consistent with requirements set forth by the St. Johns River Water Management District (SJRWMD) within the City's consumptive use permits.

Policy 4-5.2.2: Participation in the East-Central Florida Water Supply Planning Initiative. In an effort to cooperatively work with local governments and the SJRWMD in a planning process to find and prioritize regional water supply solutions, the City will continue participation in this intergovernmental involvement program sponsored by the SJRWMD.

Policy 4-5.2.3: Promote Low Water Use Landscaping and Plants. At least fifty (50%) percent of landscape plants used to meet City landscaping requirements for new development and redevelopment shall use native or drought resistant vegetation.

Policy 4-5.2.4: Water Conservation Plans and Education Programs. The City will cooperate with the SJRWMD to implement and participate in water conservation activities and programs required by the City's consumptive use permit issued by the SJRWMD. The City will also continue to educate water users in the use of water conservation techniques by posting information on the City's website or having such information available to the public through the ~~Public Works Department and Utility Division~~ Parks and Recreation Department and Utility Department.

Policy 4-5.2.5: Water Conservation Fixtures. New construction shall be required to use water fixtures that efficiently distribute water in a manner that reduces overuse and promotes water conservation.

Policy 4-5.2.6: Support Activities Related to Priority Water Resource Caution Area (PWRCA). The City shall cooperate with the SJRWMD regarding regional water management activities and programs to use alternative sources for water supply to promote reduced future reliance on groundwater aquifers.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT

GOAL 4-6: GROUNDWATER AQUIFER RECHARGE AND GROUNDWATER SUPPLY. TO MAINTAIN AND PROTECT THE NATURAL GROUNDWATER AQUIFER RECHARGE FUNCTIONS AND CAPABILITIES OF WINTER PARK.

OBJECTIVE 4-6.1: AUGMENT AQUIFER RECHARGE AND PROTECT WELLFIELD CONES OF INFLUENCE. The City shall reduce potential for contamination of groundwater aquifer through stormwater management practices and through management of land use activities that may threaten groundwater quality near wellfield sites.

Policy 4-6.1.1: Stormwater Retention and Detention for Roadway Runoff. ~~New subdivisions and~~ development constructing new or modifying existing public roads, shall provide stormwater retention and detention for all new roadways constructed at a minimum consistent with the ~~first inch~~ requirements of Section 62-25, Regulation of Stormwater Discharge; Chapter 62-25, Section 25.040; and Chapter 62-302.500 F.A.C.

Policy 4-6.1.2: Stormwater Management Regulations: The City shall require ~~one-inch~~ stormwater retention or detention meeting the referenced state standards not only for new development, but also for redevelopment wherein property owners must retrofit existing developed sites when those buildings undergo renovations exceeding 50% of the value of those structures.

Policy 4-6.1.3: Impervious Coverage and Groundwater Percolation. The City shall require, by virtue of landscaping requirements, retention/detention requirements or impervious coverage limits that single family properties may not exceed 50% impervious coverage, or 60% when limited and restricted to a one story residence; low density residential may not exceed 65% impervious coverage, multi-family residential and planned developments may not exceed 75% impervious coverage; and non-residential development may not exceed 85% impervious coverage, except in areas designated as Central Business District.

Policy 4-6.1.4: Eliminate Direct Discharge into Surface Waters. The City's Stormwater Utility Program shall include a continuous program of capital drainage improvement projects which work to eliminate direct discharge of stormwater into lakes and drainage wells by retrofitting the drainage system to include retention/detention and percolation of stormwater equivalent to the standards referenced in Policies 4-4.1.1 and 4-4.1.2 prior to discharge or overflow into the lakes or drainage wells.

Policy 4-6.1.5: Wellfield Protection Area. A wellfield protection area is established within a 500 foot radial setback distance for a public well. The intent of wellhead protection area is to protect potable water wells, as defined in Rule 62-521.200, FAC, from contamination, and to prevent the need for their replacement or restoration due to contamination. Land uses and construction within the wellfield protection zone shall not create a threat to groundwater quality resulting from contamination entering the ground. Use and activities within the wellfield protection areas shall be consistent with the requirements and prohibitions stipulated within Section 62-521.400, FAC, Ground Water Protection Measures in Wellhead Protection Areas.

Policy 4-6.1.6: Protect Effective Aquifer Recharge Areas. The City shall preserve the predevelopment conditions of highly effective aquifer recharge areas as depicted on Map 4-3 PFE-4-03 in this element with regard to soil type, drainage rates, grade elevation, so as to minimize the reduction in the recharge of the surficial aquifer. A field analysis shall be required to delineate the area enveloped by the highly effective aquifer recharge area. The groundwater level and fluctuations shall not be worse than under predevelopment conditions. Highly effective aquifer recharge areas shall be designated on the Future Land Use Map series. Map 4-3 PFE-4-03 in this element and shall be all areas with recharge rates over ~~four (4)~~ five (5) inches per year.

ELECTRIC UTILITY SUB-ELEMENT

GOAL 4.7: ELECTRIC UTILITY. PROVIDE COST-EFFECTIVE AND RELIABLE ELECTRIC SERVICE THROUGHOUT THE CITY'S ELECTRIC SERVICE AREA.

OBJECTIVE 4.7.1: ELECTRIC SUPPLY AND DISTRIBUTION. The City shall provide users with an economically and environmentally sound electric utility, protecting investments in existing facilities and promoting orderly, compact urban growth.

Policy 4.7.1.1: Level of Service. The City shall maintain ~~and develop~~ a level of service consistent with the reliability and service rates of the region.

Policy 4.7.1.2: Design and Construction. The City shall use design and construction standards that are environmentally sensitive, safe, cost-effective, and appropriate, and that minimizes ~~their~~ impact on surrounding neighborhoods.

Policy 4.7.1.3: Mandatory Connection to City's Electric System. All new development and redevelopment within the City shall connect to the city's electric utility system to the extent service is available.

Policy 4.7.1.4: Undergrounding of new electrical lines: The City shall require the undergrounding of all new electrical lines except that interim installation of new aerial facilities may be allowed when accompanied by a plan to underground the lines in a timely manner.

Policy 4.7.1.5: Electric Undergrounding. The city shall continue to pursue its electric undergrounding program in a timely and cost efficient manner. The city intends to have this completed by end of calendar year 2026. Undergrounding completion is defined as all primary and secondary overhead lines where secondary lines do not include service lines to residential and commercial properties.

Policy 4.7.1.6: Trees and vegetation. The City will apply directional pruning of trees and phased replacement of improperly located vegetation in the right of way wherever appropriate. The pruning and trimming of trees will be performed in an environmentally sensitive and aesthetically acceptable manner according to the City Urban Forestry Division.

Policy 4.7.1.7: Emergency preparedness. The City shall coordinate emergency preparedness and response with local and regional utility providers.

Policy 4.7.1.8: Discourage Duplication of Services. The City shall continue interlocal agreements with adjacent jurisdictions, authorities and private utilities on utility service area boundaries so that there are no unnecessary duplications of service lines or conflicts in service provision.

Policy 4.7.1.9: Electric Utility Improvements and CIP. Implement electric utility system maintenance and improvement projects in accordance with the Capital Improvements Program (CIP).

Policy 4.7.1.10: Electric Utility Incentive Programs. The electric utility will explore opportunities for incentive programs and rebates to ensure a positive economic environment for residents and businesses.

Policy 4.7.1.11: Alternative technologies. The City will facilitate the conversion to cost-effective and environmentally sensitive alternative technologies and energy sources as appropriate.

Policy 4.7.1.12: Resource conservation. The City shall facilitate and encourage conservation of energy resources.

Policy 4.7.1.13: Expand Electric Service Area Boundaries. The City shall explore options to expand the electric service area to the areas within the City that are not currently serviced by the City of Winter Park for electric utilities.

Policy 4.7.1.14: Partnership and Governmental Coordination. The City shall explore opportunities to partner with public or private entities for the purpose of leveraging grant dollars for completing electric utility projects.

Public Facilities Map Series

~~Map 4-1~~ **PFE-4-01: Septic Tank and Central Sewer System Service Areas**

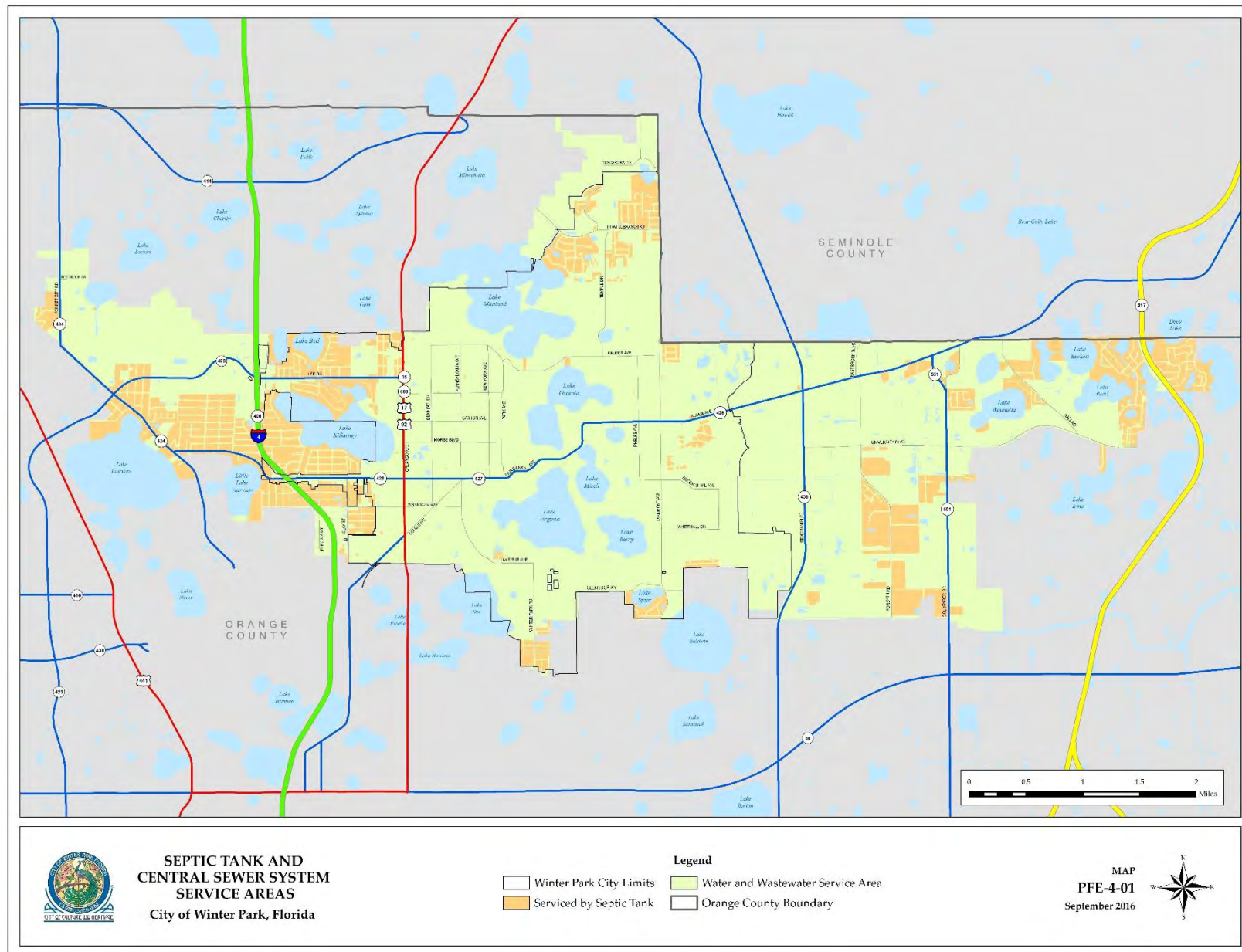
~~Map 4-2~~ **PFE-4-02: Potable Water Wells & Wellhead Protection Areas**

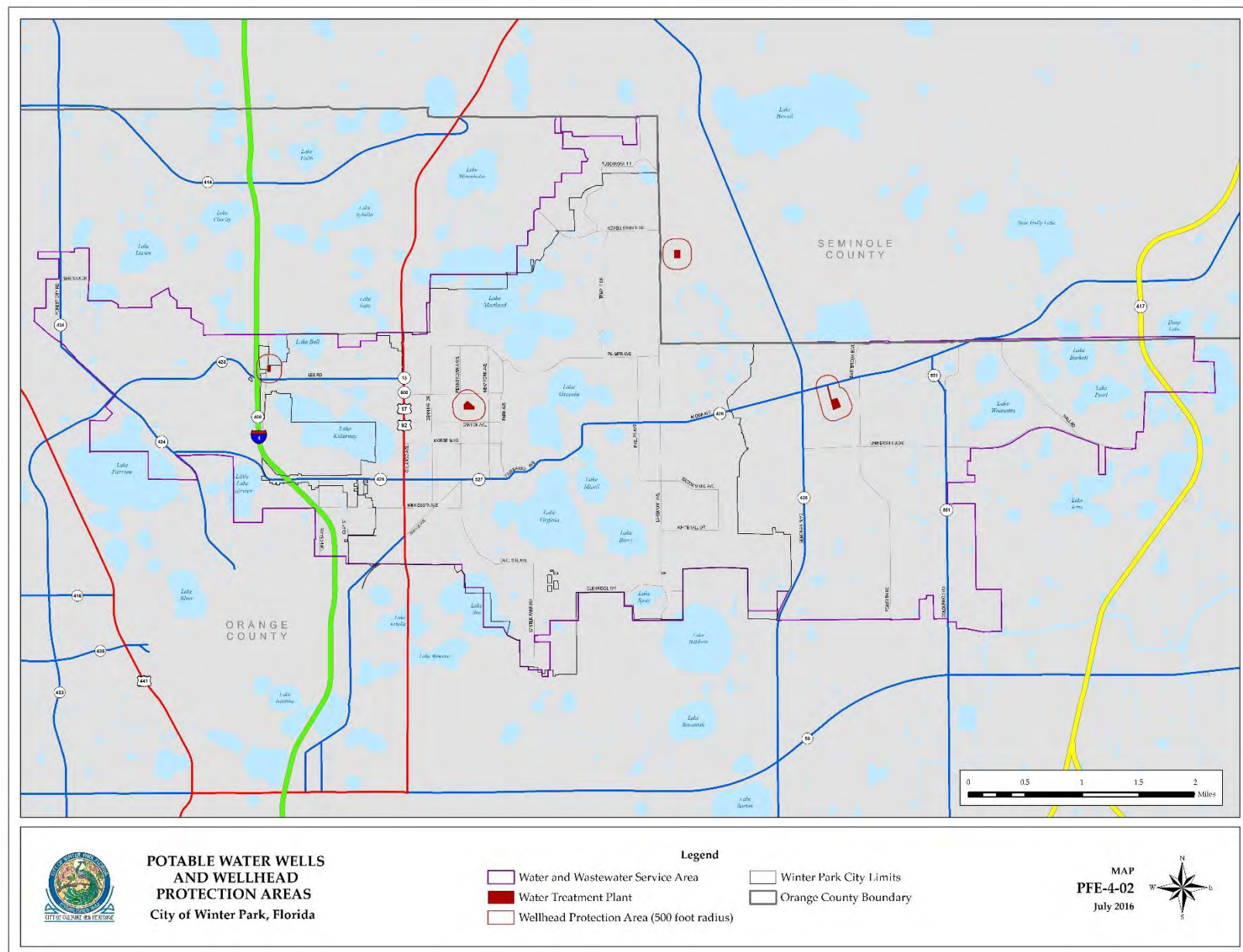
~~Map 4-3~~ **PFE-4-03: Groundwater Aquifer Recharge Ranges**

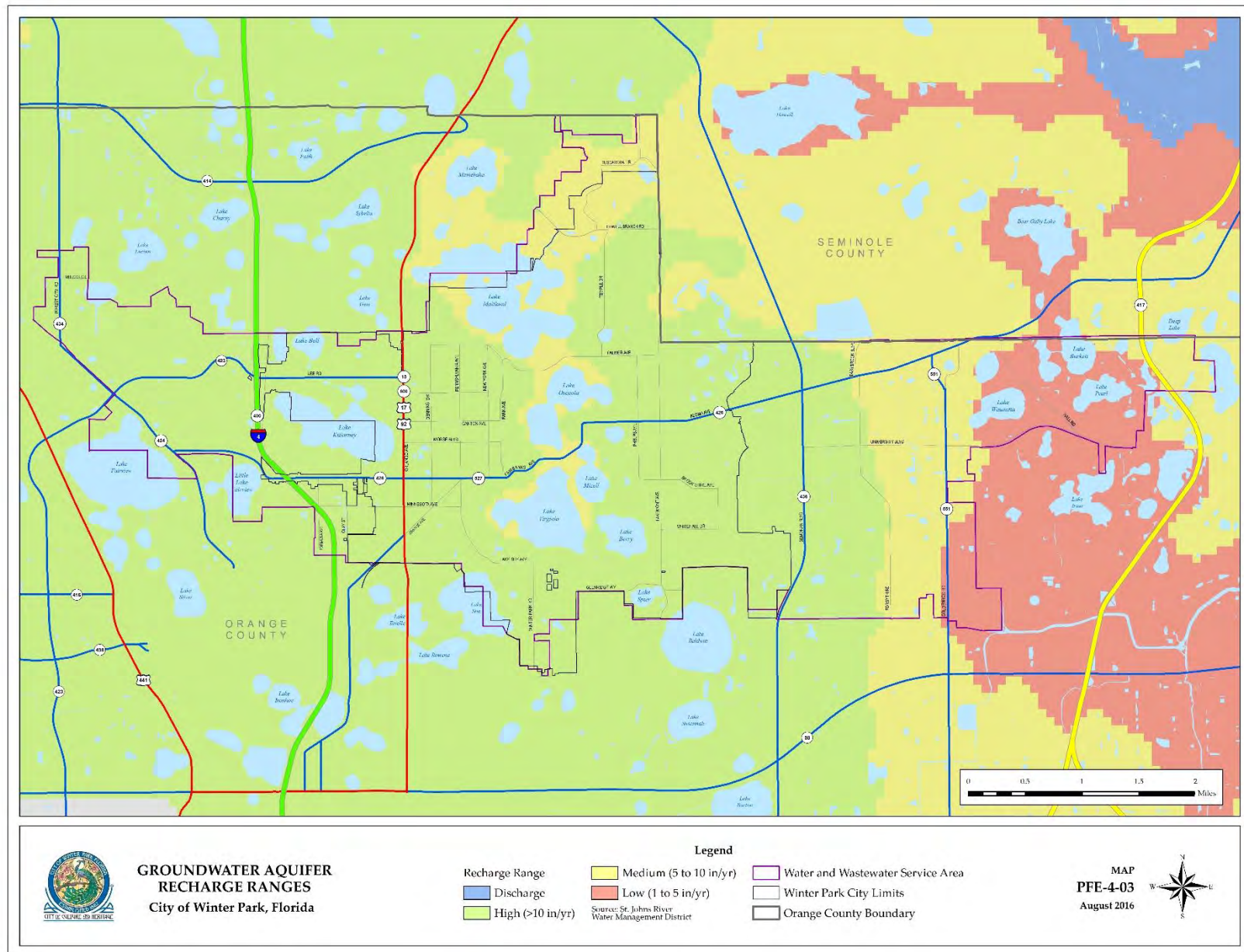
~~Map 4-4~~ **PFE-4-04: Jurisdictional Drainage Boundaries and Drainage Features**

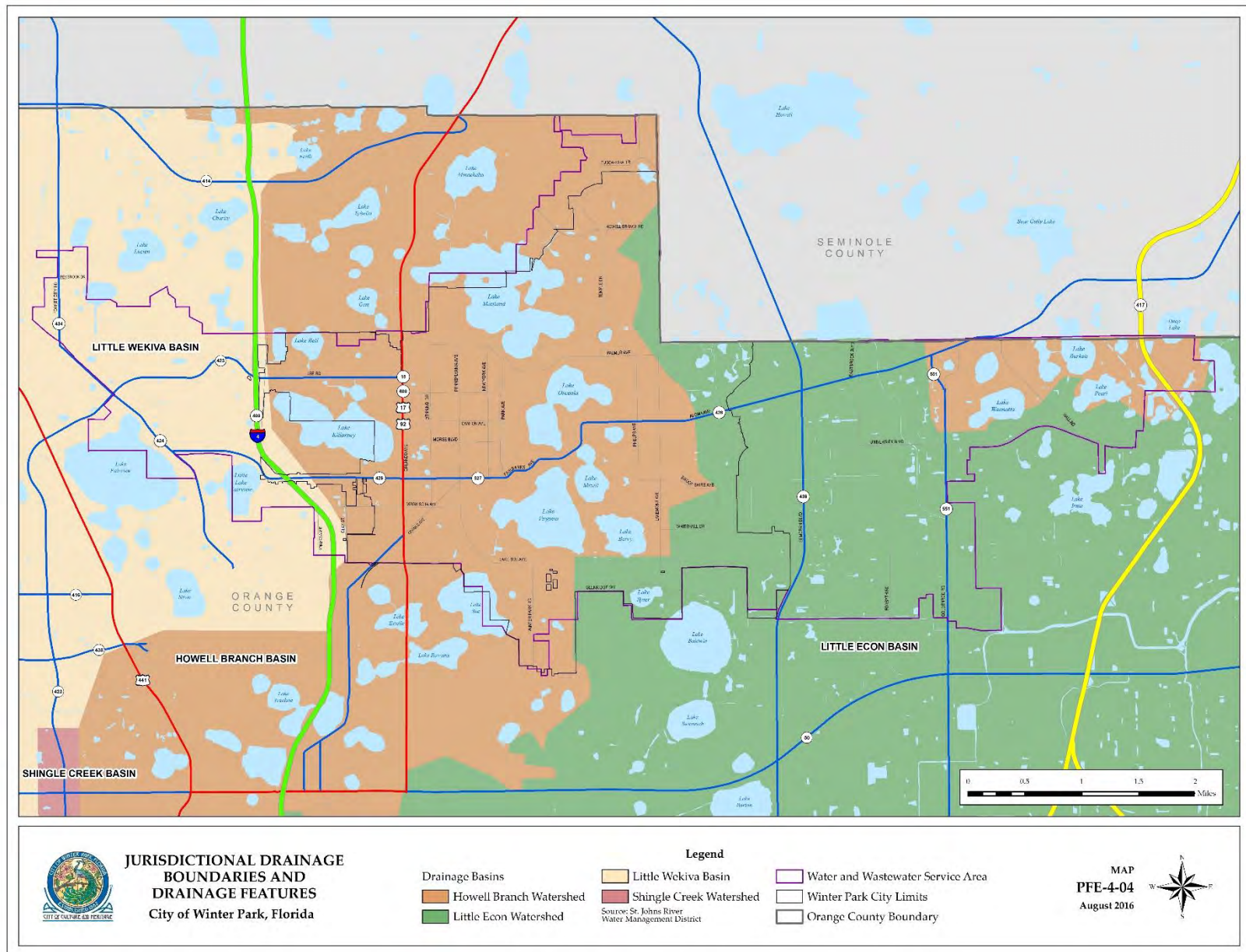
~~Map 4-5~~ **PFE-4-05: Sewage Treatment Facilities and Service Areas**

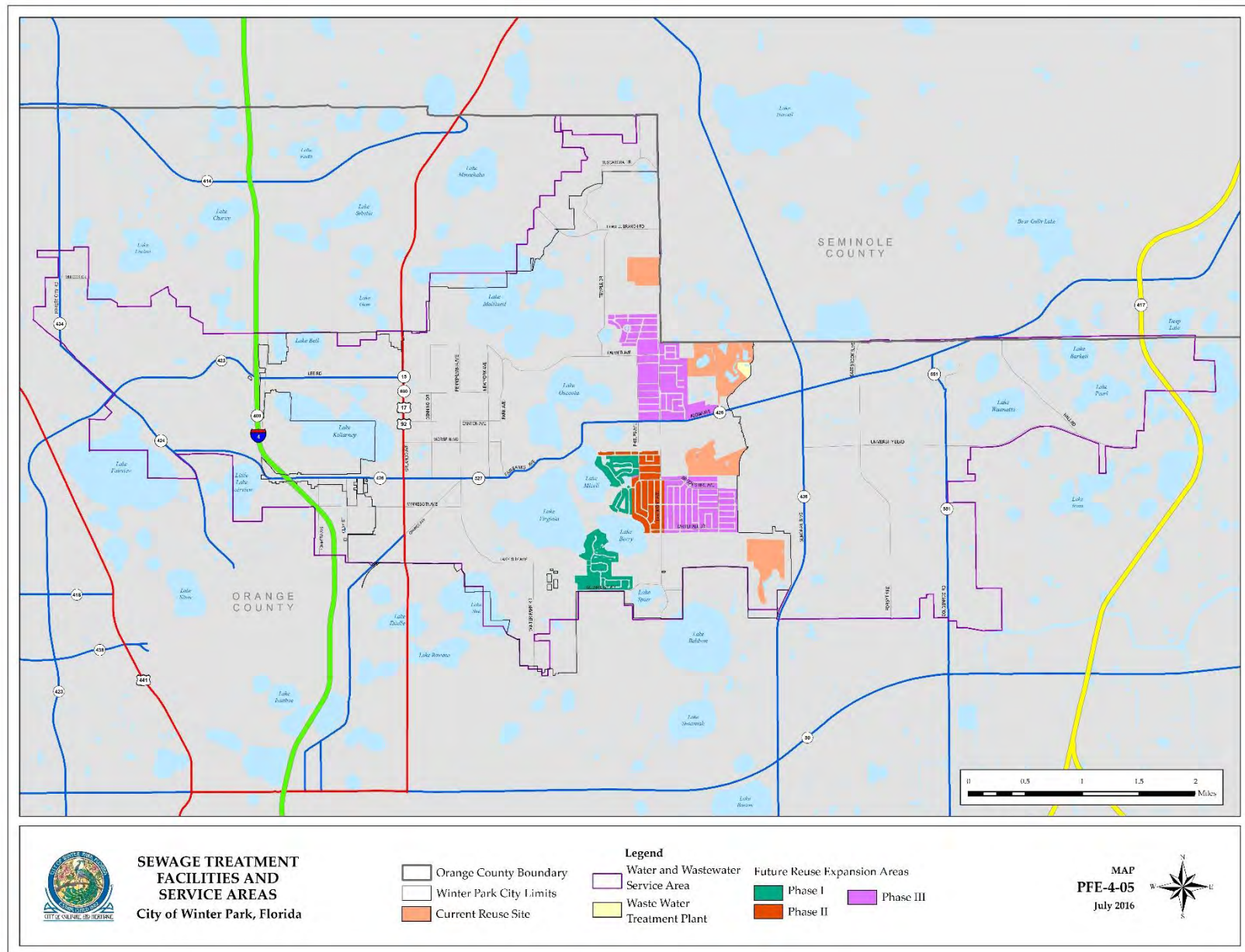
~~Map 4-6~~ **PFE-4-06: Electric Utility Distribution Area**~~Map~~

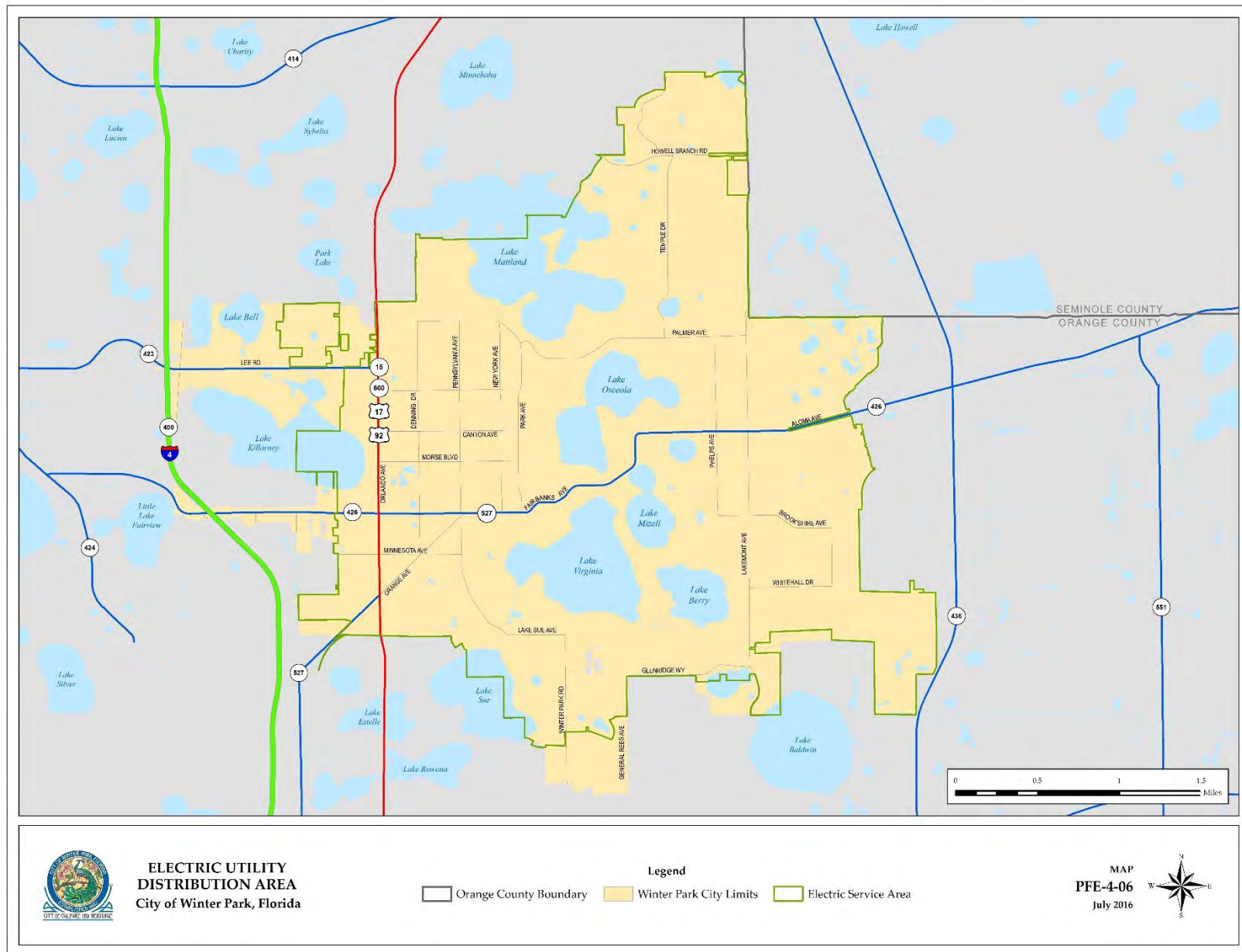












CHAPTER 5: CONSERVATION ELEMENT

WINTER PARK RELATED VISION THEMES

Cherish and sustain Winter Park's extraordinary quality of life.

Plan our growth through a collaborative process that protects out City's timeless scale and character.

~~CONSERVATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.~~ This section stipulates goals, objectives, and implementing policies for the Conservation Element pursuant to Chapter 163, FS.

GOAL 5-1: NATURAL AND ENVIRONMENTAL RESOURCES. PROVIDE FOR THE PRESERVATION, CONSERVATION AND APPROPRIATE MANAGEMENT OF THE CITY'S NATURAL RESOURCES SO THAT THEIR ECONOMIC, EDUCATIONAL, ENVIRONMENTAL, SOCIAL AND AESTHETIC VALUES ARE PRESERVED AND ENHANCED AND AVAILABLE TO FUTURE GENERATIONS.

OBJECTIVE 5-1.1: AIR QUALITY AND CLIMATE CHANGE. Winter Park shall ~~participate in any~~ contribute to a regional or statewide effort to attain satisfactory air quality in Central Florida at a condition equal to ~~at~~ or better than state and federal air quality standards through the implementation of the following policies (below). ~~Winter Park should also reduce air emissions (including carbon) that contribute to global climate change.~~

Policy 5-1.1.1: Transportation Alternatives. The City shall continue to plan for transportation alternatives to gasoline-powered automobiles by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems, including bus and passenger rail transit, and by adapting streets, and parking structures to facilitate the use of pedestrian and bicycle transportation ~~alternatively powered vehicles such as electric and hybrid cars.~~

Policy 5-1.1.2: Support Transit Service. The City shall continue to support transit service within Winter Park, including annual allocation of city funds for such service if when such services are determined to provide a ~~direct~~ benefit commensurate with the cost to Winter Park residents and businesses and also meet City goals and objectives. ~~Where possible such, service should include alternatively powered vehicles.~~

Policy 5-1.1.3: Urban Form and Pattern. The City shall integrate land use patterns and transportation systems by assuring that character, design, and intensity of development is compatible with adjacent transportation infrastructure and services. The City shall continue to facilitate an urban form following planning concepts inherent to neo-traditional neighborhood planning philosophies (i.e., grid system street pattern, residential and non-residential uses within walking distance, public open spaces and plazas).

Policy 5-1.1.4: Outdoor Burning Prohibition. The City shall continue to enforce the prohibition on open burning of trash and debris.

Policy 5-1.1.5: Air Monitoring Participation. The City shall continue to assist Orange County's air quality monitoring program by maintaining the availability of the Lake Island Park air quality monitoring station.

Policy 5-1.1.6: Public Education. The City shall support LYNX (aka Central Florida Regional Transportation Authority), the METROPLAN Orlando, and Orange County efforts to educate and promote public awareness about mass transit, car-pooling, bikeways, park-n-ride lots, and other alternative transportation modes as a means to reduce automobile emission pollution.

Policy 5-1.1.7: Air Quality Standards. The City shall support enforcement of applicable standards for air quality to control significant emissions of air pollutants in order to maintain and improve the existing air quality.

Policy 5-1.1.8: Combat Erosion and Generation of Dust Particles. Construction or clearing activities that expose, destabilize, or otherwise alter soil shall be required to implement best management principles and practices for soil protection to reduce wind-related soil erosion and dust particles as air pollutant.

Policy 5-1.1.9: Promote Alternative Transportation Fuels. As part of the capital purchasing process for new motor vehicles used to transport City staff serving functions other than life/safety or maintenance operations, the City shall consider the costs and benefits of vehicles powered by alternative fuels or engine design, such as hybrid or electric vehicles.

Policy 5-1.1.10: Energy Conservation and Alternative Energy Use. Because the City of Winter Park now owns the electric utility serving the city, it is able to pursue policies and programs designed to conserve energy and to make use of alternative energy sources. The City shall consider: 1) Incentives and provide technical assistance for commercial and residential energy conservation, 2) Incentives for the installation of solar power generation and solar hot water heating by its residential and commercial customers, 3) The purchase of “green power” for sale to its customers.

Policy 5-1.1.11: Green Technology for Municipal Buildings. The City shall consider the feasibility of retrofit in existing municipal buildings and design new buildings to minimize the use of energy, water and other resources, to facilitate the generation of solar power and to serve as examples for others of environmental sustainability.

GOAL 5-2: Pursuant to the City’s ~~goals~~ strategic plan to MAINTAIN AND IMPROVE THE QUALITY OF CITY LAKES AND OTHER WATER BODIES,

OBJECTIVE 5-2.1: SURFACE WATER QUALITY AND QUANTITY - LAKES, STREAMS, AND CANALS. The City shall conserve, appropriately use, and protect the quality and quantity of surface water sources to maintain environmental and recreational benefits through the implementation of the following policies.

Policy 5-2.1.1: Construction Impacts on Surface Water Quality. Soil and silt material disturbed by clearing and construction activities shall remain onsite and away from lake and streams through application of soil protection methods including application of the following techniques where applicable.

1. Soil erosion created by wind and stormwater runoff shall be reduced through the application of construction practices that retain soils on-site to the greatest extent practical.

2. Tree and vegetation protection standards shall prevent the clearing of land or the removal of trees, particularly within littoral zones (shoreline areas), except when authorized by the City through development or clearing permits.
3. Temporary stormwater drainage systems, such as swales and berms, shall be installed with new construction and clearing activities to capture direct surface run-off waters that may carry sand, silt, and other debris into lakes or streams.

Policy 5-2.1.2: Infrastructure Improvements. The City shall continually implement surface water quality improvement projects that minimize debris, nutrient and bacteriological contamination of the lakes to include street and sediment trap cleaning, canal wall replacement, retention systems, replanting native aquatic vegetation, and Alum Injection systems.

Policy 5-2.1.3: Stormwater Utility Fees. The City shall continue ~~the to impose a~~ stormwater utility fee ~~on development~~ as a means of generating revenue for surface water quality improvement projects.

Policy 5-2.1.4: Aquatic Plant Management. The City shall employ aquatic plant management practices that reduce the emergence of non-native, undesirable aquatic plants and improve conditions for safe recreational boating and fishing activities.

Policy 5-2.1.5: Alternative Approaches to Aquatic Plant Management. The City shall continue to investigate alternative physical, biological and chemical controls for its aquatic plant management program in order to protect water quality while also controlling undesirable and non-native aquatic plants. The City shall coordinate with the Florida Department of Environmental Protection (FDEP) on an annual basis regarding best management practices and alternative methods to control emergence and proliferation of undesirable aquatic plants.

Policy 5-2.1.6: Septic Tank Use. The City shall require approval of the Orange County Health Department for any septic system construction or renovation.

Policy 5-2.1.7: Stormwater Design Compatibility with Natural Systems. Stormwater retention/detention areas shall be designed and landscaped to appear as a natural waterbody. Any stormwater detention or retention areas located near lakes or other water bodies within the corporate limits of the Winter Park shall be designed with shorelines that are sinuous rather than straight and that create curvilinear shorelines at the water/land interface. The City shall include design criteria and landscape requirements for stormwater retention/detention facilities.

Policy 5-2.1.8: Regional Surface Water Quality Programs and Improvements. The City shall coordinate its surface water improvement program with the St. John River Water Management District (SJRWMD) Surface Water Improvement and Management Plan applicable to the middle basin of the St. Johns River and the Econlockhatchee River System. The City shall also coordinate with SJRWMD regarding City surface water improvement projects that may be eligible for SJRWMD funding assistance.

OBJECTIVE 5-2.2: PROTECTION OF POTABLE WATER RESOURCES. The City shall conserve, appropriately use and protect the water quality and quantity of current and projected water sources through the implementation of the following policies.

Policy 5-2.2.1: East-Central Florida Water Supply Planning Initiative. The City shall continue to participate in workshops and intergovernmental coordination activities conducted as part of the SJRWMD's East-Central Florida Water Supply Planning Initiative, which strives to identify long term solutions to regional groundwater supply problems and to identify potential alternative water sources other than the Floridan aquifer.

Policy 5-2.2.2: Water Supply Evaluation. Upon the effective date of the City of Winter Park Comprehensive Plan, the City shall not approve an amendment to the Future Land Use Map, a modification of any land use designation resulting in an increase in density or intensity, or a modification to any land use designation that will change uses and activities allowed therein, unless one of the two following criteria are met:

1. Water supply necessary to service a utility service area must be available under the allocation allowed by a consumptive use permit issued by the SJRWMD. The water supply allocation must be able to meet the water demands anticipated from the utility service area as well as the additional demands generated by development allowed by an amendment to the City of Winter Park Comprehensive Plan. Infrastructure and wells necessary to withdraw water supplies demanded by a utility service area must be in place and approved by FDEP and the SJRWMD.
2. At the time of the issuance of a building permit, the City shall verify with the Water and Wastewater Utility Department that adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy.

Policy 5-2.2.3: Consumptive Use Permit. The City shall comply, as required, with the provisions of the consumptive water use permit issued to Winter Park Utilities by the SJRWMD.

Policy 5-2.2.4: Utility Rate Structure. The City shall encourage and foster water conservation through its inverted water utility rates. The City shall periodically evaluate the utility service's water rate methods and service to determine if rate adjustments are necessary to discourage overuse.

Policy 5-2.2.5: Public Education. The City shall support public awareness of water conservation needs through informative and education material made available to residents and business through mediums such as notices included with water bills and postings on the City's web site. The City shall also cooperate with the SJRWMD to regarding its public education programs that promote water conservation.

Policy 5-2.2.6: Water Restriction Notices. The City shall utilize utility bills, the City's newsletter, or its web site to facilitate public education addressing methods to achieve compliance within any restrictions on water usage and lawn irrigation imposed by the St. Johns River Water Management District.

Policy 5-2.2.7: Wellhead Protection. Activities that may potentially threaten groundwater quality shall be located away from potable water wellheads. The City shall protect subsurface aquifer water sources and thereby conserve the source of the City's future potable water by prohibiting uses such as the storage or disposal of hazardous materials, new underground storage tanks and new septic tanks within a 500 foot radius surrounding wellfields. Wellhead protection standards shall be consistent with any standards imposed by the SJRWMD or the FDEP.

Policy 5-2.2.8: Wellfield Protection Areas. The City shall ensure the protection of potable water supply by prohibiting uses such as the storage or disposal of hazardous materials, new underground storage tanks and new septic tanks or have the potential to harm the water supply in accordance with Chapters 62-521 and 62-555, F.A.C. within a 500 foot radius surrounding wellfields. The area enclosed within a 500 foot radial distance surrounding the well is designated as a wellfield protection area.

Policy 5-2.2.9: Drought Tolerant Landscaping. Landscape standards shall continue to include requirements to encourage the use of low-water tolerant plant species as well as the installation of rain or moisture monitor devices for irrigation systems.

Policy 5-2.2.10: Incentives for Use of Low-Water Tolerant Landscaping. The City shall allow the elimination of a required irrigation system when a landscape plan is approved by the Parks Department that includes the use of native plants and other vegetation which will survive without irrigation, while still achieving the landscape buffering.

Policy 5-2.2.11: Water-Saving Fixtures. ~~By 2009, the City shall require the use of water-saving plumbing fixtures for all new development.~~ For building rehabilitation or remodeling projects, the City shall evaluate and consider adopting incentives to encourage plumbing fixture retrofits for water-saving fixtures. Public fountains installed at City parks and facilities after the effective date of the City of Winter Park Comprehensive Plan shall be designed to use recirculating water.

Policy 5-2.2.12: Development within Area of Special Well Construction (ASWC). All new development occurring within an area designated by the SJRWMD as an “Area of Special Well Construction” must be served by a central water and sewer system.

Policy 5-2.2.13: Emergency Water Conservation. Winter Park shall cooperate with the SJRWMD to conserve water resources during water supply emergencies.

Policy 5-2.2.14: Extension of Gray Water/Re-Use Lines. The City shall encourage the extension of gray water systems and re-use lines to those developed areas of Winter Park currently not served by such systems. If such coordination efforts reveal that extension of re-use lines is not financially feasible, the City shall investigate potential grant funds administered by state or federal agencies that may be eligible to assist with the extension of such systems.

Policy 5-2.2.15: Multi-jurisdictional Planning Initiatives. Identify partnerships with surrounding utilities such as Orange County, Orlando Utilities Commission, and Seminole County on regional tradition and alternative water supply development projects to provide wholesale water to the City of Winter Park.

OBJECTIVE 5-2.3: MAINTENANCE OF FLOODPLAIN. The City shall protect the natural functions of the 100-year floodplain to maintain its current flood carrying and flood storage capacity and to minimize damage to property caused by flooding.

Policy 5-2.3.1: Alteration of Streams and Floodways. The City shall continue to prohibit the altering of, or construction in any stream or floodway, adding any fill, development proposing compensating storage in streams and wetland floodplain areas. The City’s Floodplain Protection

Ordinance shall maintain consistency with program policies of the Federal Insurance Administration.

Policy 5-2.3.2: Floodplain Protection Standards. The City shall continue to require a conditional use permit for any type of construction within the stream floodplain areas, a lakefront, canalfront and streamfront site plan review by the Planning and Zoning Commission for approval of all construction within lake, canal and stream floodplain areas, new habitable construction to locate outside all lakefront and stream floodplain areas, and require connection to sewer over septic where possible.

Policy 5-2.3.3: FEMA Construction Standards. The City shall require that construction meet or exceed the Federal Emergency Management Agency (FEMA) standards.

OBJECTIVE 5-2.4: PROTECT AND PRESERVE WETLANDS. Preserve, protect, restore and replace wetlands to achieve no net loss of functional wetlands after the adoption of this comprehensive plan. The City shall ensure the protection of wetlands and wetland functional values by prioritizing protective activities with avoidance of impacts as the first priority, minimization of impacts as the second priority, and mitigation for impacts as the third priority.

Policy 5-2.4.1: Wetland Definition and Delineation. ~~The Florida Legislature preempts the authority of any water management district, state or regional agency, or local government to define wetlands or develop a delineation methodology to implement the definition and determines that the exclusive definition and delineation methodology for wetlands shall be that established pursuant to s. 373.019(22) and s. 373.421, F.S.~~ The use of the term wetlands in the Goals, Objectives and Policies of this Comprehensive Plan shall be pursuant to this definition and delineation, as established by the State of Florida.

Policy 5-2.4.2: Dedication of Conservation Areas. Conservation future land use designation easements shall be placed on all stream front wetlands or other adjacent environmentally sensitive lands ~~within fifty (50) feet of wetlands~~ as a condition or requirement of a development approval for all properties containing any designated wetland.

Policy 5-2.4.4: Protection of Wetlands. With the exception found in Policy 5-2.4.3, the City's protection of all wetlands in the City including adjacent environmentally sensitive lands shall be to prohibit any development within fifty (50) feet of all designated wetlands. No fill disturbance or development may occur within this fifty (50) foot buffer protection zone. ~~This shall apply to all classifications of wetlands pursuant to the requirements of Rule 9J-5.013(3)(a) F.A.C.~~

Policy 5-2.4.4: Protection of Wetlands. The City's protection of all wetlands in the City (except for the remaining isolated sections of the Crane Strand wetland) including adjacent environmentally sensitive lands shall be to prohibit any building and structures development within fifty (50) feet of all designated wetlands. No fill disturbance or development may occur within this fifty (50) foot buffer protection zone. ~~This shall apply to all classifications of wetlands pursuant to the requirements of Rule 9J-5.013(3)(a) F.A.C.~~

Policy 5-2.4.5: Protection of Environmentally Sensitive Lands. The City's protection of environmentally sensitive lands shall be to prohibit all development within fifty (50) feet of all designated wetlands, any stream, canal, or lake and within fifty (50) feet of any wildlife habitat containing endangered or threatened species as detailed on Map 5-5 in this element.

Policy 5-2.4.6: Conservation Designation. The Future Land Use Element and Map shall require a conservation designation to be placed upon all wetlands, floodways and stream floodplain areas designated by the FEMA floodplain maps along all stream front areas in the city specifically to protect these areas from development impacts and potential encroachment. The Future Land Use Map shall place a Conservation Designation upon such wetlands along Howell Branch Creek northeast of Lake Maitland as well as the Howell Branch Creek wetlands located between Lakes Sue and Virginia.

Policy 5-2.4.7: Wetland Mitigation. Disturbance or destruction of wetlands shall be avoided on lands designated conservation. Where the SJRWMD has approved the removal, alteration, or destruction of wetlands, within the remaining isolated sections of the Crane Strand wetland mitigation shall occur consistent with those requirements. ~~Section 62-312, Florida Administrative Code.~~ Prior to issuance of any land clearing or construction permit from the City, an applicant must receive and adhere to all environmental permits that are required by the State of Florida.

Policy 5-2.4.8: Wetland Mitigation Sites. Where wetland mitigation is required by the SJRWMD, the mitigation site must occur within or adjacent to the City of Winter Park except when a site cannot be found that meets the approval of the SJRWMD and the City. The City will encourage the protection and preservation of wetlands within the City limits instead of off-site locations.

Policy 5-2.4.9 Wetland Regulations Shall Avoid Duplication. Wetland regulations adopted by the City shall avoid duplication of wetland regulation by maintaining consistency with the regulations of FDEP and SJRWMD.

- A. The City shall regulate activities which will result in the destruction and/or degradation of functional wetlands that have been permitted by FDEP or SJRWMD based on FDEP and SJRWMD professional staff application of criteria, evaluation and conditions of approval.
- B. Any permitted wetland degradation or destruction shall provide for mitigation as designated in the Conservation Element.

OBJECTIVE 5-2.5: PROTECTION OF NATURAL RESOURCES. The City shall conserve and protect the remaining natural systems through appropriate land use designations. All future development or redevelopment of land affecting natural resources shall be consistent with the City of Winter Park Comprehensive Plan.

Policy 5-2.5.1: Protect Conservation Areas. The City shall protect conservation areas, parks and open space lands from activities that would significantly damage the natural integrity, character or environmental balance of said areas.

Policy 5-2.5.2: Designation of Conservation Land Resources. The Future Land Use Map series delineates Conservation Future Land Use for wetlands whose value warrants long-term preservation. Such areas include ~~shoreline areas, wetlands, floodways and floodplains as well as adjacent uplands such wetlands~~ along Howell Branch Creek northeast of Lake Maitland as well as along the Howell Branch Creek wetlands located between Lakes Sue and Virginia. All

conservation land resources shall either remain undeveloped or shall undergo "restricted development." "Restricted development" shall be defined as the development options allowed by the development rights and restrictions stipulated in the Future Land Use Element. Passive recreation shall be a use that is allowed within the Conservation future land use designation.

Policy 5-2.5.3: Use of Conservation, Open Space and Recreation Areas. Those areas designated on the Future Land Use Map for conservation, open space and recreation shall not be developed except in furtherance of those purposes and as allowed by City of Winter Park's Comprehensive Plan. Remaining areas of important natural habitat shall not be altered or converted to active recreational facilities.

Policy 5-2.5.4: Intergovernmental Coordination and Natural Resource Management. The City shall coordinate with the FDEP, SJRWMD, East Central Florida Regional Planning Council, Florida Fish and Wildlife Conservation Commission, and Orange County regarding management or protection of natural resources. Such intergovernmental coordinating activities shall protect the values and functions of natural systems. The methods for coordinating with other local governments, state, federal, and private plans/programs for conservation of natural resources shall be incorporated into the City's planning process.

Policy 5-2.5.5: Enforcement Activities. The City shall protect and conserve the natural functions of existing vegetative communities, fauna, flora, soils, lakes, floodplains, and other identified natural resources.

Policy 5-2.5.6: Evaluate Opportunities for Land Acquisition. The City shall annually consider the usefulness and availability of state and federal grant programs for the acquisition lands for conservation areas or passive recreation.

OBJECTIVE 5-2.6: PROTECT NATIVE VEGETATION AND AQUATIC HABITATS. The City shall protect and retain major vegetative communities, aquatic habitats, and endangered and threatened plant species through implementation of the following policies.

Policy 5-2.6.1: Implementing Protection of Vegetative Communities and Lake Habitats. The City shall require that development protect trees ~~and vegetation~~ by minimizing the removal of protected trees and requiring compensation and replanting for the loss of protected trees based on the diameter of tree. ~~The City shall review development plans and shall require minimal lot clearance to preserve vegetation.~~ Plans for lakeshore development shall be reviewed to prevent shoreline erosion, degradation of water quality, and harmful impacts on lake habitat.

Policy 5-2.6.2: Preservation of Native Plant Communities. Tree protection and land clearing standards within the Land Development Code shall continue to mandate that new development preserve shoreline vegetation, wetlands, and vegetative habits known to serve as nesting areas or habitat for endangered or threatened species, or that mitigate the impacts of runoff on lakes and wetlands.

Policy 5-2.6.3: Removal of Undesirable Exotic Vegetation. All nuisance and invasive exotic plant species shall be removed from development sites by a property owner/developer prior to issuance of a certificate of occupancy.

Policy 5-2.6.4: Location of Park and Open Space Dedications. Where park and open space dedications required of new development are placed on-site, they shall be placed in areas that provide the greatest protection to and preserve the most environmentally important and sensitive.

Policy 5-2.6.5: Use of Native Plants for Landscaping. Landscape plans and plant materials required of new development shall promote the use of native plant species and avoid the planting of exotic plants known to create nuisances.

Policy 5-2.6.6: Restoration of Buffer Strips Along Shorelines. Shoreline landowners shall be encouraged to replace shorelines landscaped in turf grass with buffer strips of native vegetation at least ten feet in width.

OBJECTIVE 5-2.7: TREES AND TREESCAPE CONSERVATION AND PROTECTION. The City shall maintain, manage, conserve, and foster the extensive tree inventory and tree canopy within the City through the Forestry Management Plan.

Policy 5-2.7.1: Tree Planting Program. The City shall maintain, manage, conserve and foster the extensive tree inventory and canopy within Winter Park by continuing an urban forestry program that includes tree planting, and tree maintenance along City right-of-ways and on City owned property, develop and implement educational programs to assist homeowners with the maintenance and care of trees, and the administration of a tree inventory, keeping record of the location and status of trees within public lands and along public right-of-ways. A comprehensive approach to the management of streetscape trees shall include the following:

1. Establish an accurate information database on the existing street tree inventory on a block-by-block basis;
2. Project the useful life expectancy of street trees in order to assess the replacement cost and other implementation requirements. The objective of the data is to assess the likely impact on individual streets when existing street trees die as well as to assess and quantify the requirements for replacement on a block-by-block basis for each fiscal year;
3. As a result of developing accurate forecasts and the costs of the replanting requirements, the City shall develop a funding plan to implement a streetscape tree protection and reforestation program.

Policy 5-2.7.2: Tree Protection from Development Activities. The City shall protect and conserve specimen and other significant trees from destruction by development activities ~~in a manner consistent with the Land Development Code regulations~~ through the site development process.

Policy 5-2.7.3: Tree City USA Program. The City shall continue to participate in the Tree City USA program and sponsor related arbor celebration events.

Policy 5-2.7.4: Establish and Implement a Reforestation Plan. ~~Pursuant to the City's strategic plan,~~ The City shall develop and implement a reforestation plan to maintain and enhance the city's tree canopy.

OBJECTIVE 5-2.8: PROTECT FISHERIES, WILDLIFE, AND WILDLIFE HABITATS. The City shall conserve habitat for fish, wildlife, and aquatic species including species that are threatened and endangered.

Policy 5-2.8.1: Conduct an Inventory of Natural Habitats. The City shall work cooperatively with others environmental interest groups and agencies having jurisdiction to conduct an inventories of natural habitat remaining within its boundaries.

Policy 5-2.8.2 Protect and Restore Areas of Existing Wildlife Habitat. The City shall protect areas of important wildlife habitat through appropriate restoration and management of City owned land, through acquisition of remaining open space, and through application of measures to prevent the filling and development of wetlands. ~~Important areas to be so conserved include:~~

- ~~• The cypress grove in Kraft Azalea Gardens~~
- ~~• Mead Garden~~
- ~~• The remaining undeveloped portion of the Genius Property adjacent to Lake Virginia and Lake Mizell~~
- ~~• The wetland area of Howell Branch Creek between Lake Sue and Lake Virginia and north of Lake Maitland.~~

Policy 5-2.8.3 Protect Shoreline Ecosystems. The City shall continue to conserve and protect ecosystems occurring within the littoral zone of lakes by enforcing the City's shoreline protection ordinance.

Policy 5-2.8.4: Protect Listed Species. The City shall maintain, to the best of its abilities, the populations of species listed as threatened, endangered and species of special concern, and shall restrict activities known to adversely affect the survival of these species.

Policy 5-2.8.5: Coordination with Environmental Agencies. If development activity is proposed on or near property where listed species (endangered, threatened, or species of special concern), the City shall coordinate with the Florida Fish and Wildlife Conservation Commission in determining whether a development permit can be issued.

Policy 5-2.8.6: Lake Management Programs. The City shall maintain and enforce its Lake Management Program that prioritizes actions designed to protect, conserve and enhance natural shoreline habitat, aquatic and wildlife habitat and the preservation of threatened or endangered species that use surface waters for habitat.

Policy 5-2.8.7: Open Space in New Development. Where natural habitat exists in areas of new development or where open space is required as part of new development, maintaining or restoring natural habitat should be an option for providing open space that may be required by the City.

OBJECTIVE 5-2.9: SOIL AND SHORELINE PROTECTION. The City shall continually conserve and protect soils through the prevention of soil erosion.

Policy 5-2.9.1: Soil Erosion Prevention through Construction Activities. The City shall protect and conserve the natural functions of existing soil resources by requiring construction

activities to apply soil erosion prevention techniques to prevent soils from eroding onto adjacent properties, right-of-ways, lakes and streams.

Policy 5-2.9.2: Turf Grass and Landscaping Maintenance. Ground plants, trees and turf grass shall be maintained consistent with landscape plans approved by the City. The City shall assure that site vegetation is maintained and complies with the approved landscape plan.

Policy 5-2.9.3: Lake Management Program. The City shall continue to fund and operate tree and vegetation planting programs for lakefront areas and littoral zones. The City shall continue to manage the operation of boat docks and accessory structures that may occur along shoreline areas to prevent environmental degradation and ensure public safety.

Policy 5-2.9.4: Protection of Littoral Zone Vegetation. The City shall enforce the shoreline protection regulations that provide controls that protect, conserve and enhance significant native vegetative species from destruction by development activities.

Policy 5-2.9.5: Construction Activities Consistent with Soil Types. Where soil conditions do not appear to be consistent with proposed construction, the City shall require soil testing and evaluation as a prerequisite to building permits. The City shall limit land uses or construction techniques to best management principles and practices compatible with soil conditions specific to the site.

OBJECTIVE 5-2.10: MANAGING DISPOSAL OF WASTES. The City shall assure that generation, storage, transport, and disposal of wastes in Winter Park are managed with the best available technology to protect environmental quality.

Policy 5-2.10.1: Collection of Residential Hazardous Wastes. The City shall continue to operate the Special Collection Facility for household hazardous wastes and shall cooperate with the Orange County Environmental Protection Division to ensure the proper use, storage, disposal and recycling of hazardous materials.

Policy 5-2.10.2: Intergovernmental Coordination for Solid and Hazardous Waste. The City shall continue to coordinate with the Orange County regarding countywide hazardous waste disposal and monitoring programs.

Policy 5-2.10.3: Managing Hazardous Waste. The City shall ensure the appropriate locations for the use, handling or storage of hazardous wastes, including their proximity to public water system wellheads and surface water resources. The City shall protect subsurface aquifer water sources by restricting uses within a 500 foot radius surrounding wellfields to those that do not include hazardous materials of any type. Wellhead protection standards shall be consistent with any standards imposed by the SJRWMD or the FDEP.

Policy 5-2.10.4: Identification of Hazardous Waste. The City shall continue its practice to require the identification of any and all hazardous wastes or materials used or stored by any licensed business within the City. This practice shall continue to be implemented through the review of a business licenses for information regarding hazardous materials to be use or stored on-site.

Policy 5-2.10.5: Monitor Small Quantity Generators. The City shall utilize the Fire Department's business inspection program to monitor the businesses using hazardous materials, shall report all potential problems, and shall respond to any resultant problems.

Policy 5-2.10.6: Hazardous Waste Mismanagement. The City shall utilize the Fire Department's Inspection Program, Public Works Department Inspection Program and the Code Enforcement Division Inspection Program to seek out, report and mandate corrections to any misuse of hazardous wastes to ensure the public safety and to avoid degradation to natural resources, including water quality.

OBJECTIVE 5-2.11: PROTECTION OF ARCHAEOLOGICAL AND HISTORIC RESOURCES.

Land development and clearing activities shall incorporate appropriate measures to prevent damage to archaeologically and historically significant resources of local, regional, state, and federal significance.

Policy 5-2.11.1: Coordinate Archaeological and Historic Preservation Activities. The City shall continue coordination with the Florida Department of State and the federal government to implement City, State, and federal policies for identifying, preserving, and enhancing sites of historical and archaeological significance within Winter Park.

Policy 5-2.11.2: Preventing Adverse Impact of Development on Historic or Archaeological Sites. The City shall continue programs to identify and preserve historic places and prevent development impacts from adversely disturbing archaeological sites that are identified during or before construction activity.

Policy 5-2.11.3: Protection of Designated Historic Sites. The City shall continue to preserve historic and archaeological resources and protect these resources from adverse impacts of development in a manner consistent with the Land Development Code, through the site development process.

OBJECTIVE 5-2.12: EVALUATION OF THE CONSERVATION ELEMENT EFFECTIVENESS. The City shall enforce the following policies to ensure that the Conservation Element protects the natural resources within the City of Winter Park.

Policy 5-2.12.1: Review the Impact of Changing Conditions on Conservation Policy. The City shall monitor and evaluate significant changes in the characteristics of natural resources within Winter Park. Policy implications of such changes shall be examined and corrective measures shall be pursued. Conservation policies shall be refined as needed in order to remain responsive to evolving problems and issues.

Policy 5-2.12.2: Schedule, Budget, and Implement Programmed Activities. The timely scheduling, programming, budgeting and implementation of programmed conservation activities identified in this Element shall be evidence of the City's effectiveness in carrying out a systematic program for implementing conservation goals, objectives, and policies.

Policy 5-2.12.3: Coordinate with Public and Private Sectors. While continually implementing and evaluating the Conservation Element, the City shall maintain a process of intergovernmental coordination as well as coordination with private sector groups interested in conservation policy and programs. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving conservation problems and issues.

Policy 5-2.12.4: Achieve Effective Resolution of Conservation Goals, Objectives, and Policies. The effectiveness of the Conservation Element shall be measured by the City's success in achieving conservation goals, objectives, and policies. The Conservation Element incorporates a systematic planning process for identifying conservation problems and issues and implementing corrective measures.

OBJECTIVE 5-2.13: PROTECTION AND CONSERVATION OF GROUND WATER QUANTITY AND QUALITY. The City of Winter Park shall protect and conserve groundwater quantity and quality so that future development activities are conducted in a manner that, at a minimum, meets state water quality standards.

Policy 5-2.13.1: Continue Monitoring Water Quality Near Wellfields. Winter Park shall continue a monitoring program and procedures to monitor the water quality in the vicinity of the City's wellfields.

Policy 5-2.13.2: Mitigation of Impacts From Private Business. The City shall work with the appropriate regulatory agency to mitigate adverse impacts, if detected, of private businesses which use, generate or produce any material characterized or listed on the Resource Conservation and Recovery Act's or the Environmental Protection Agency's hazardous waste lists.

Policy 5-2.13.3: Cooperation with St. Johns River Water Management District for Emergency Water Shortage Plan. Winter Park shall cooperate with the St. Johns River Water Management District in the enforcement of the provisions of their emergency water shortage plans.

Policy 5-2.13.4: City to Take Action to Combat Sources of Pollution. Winter Park shall, when identified, take action to combat sources of pollution that could threaten groundwater quality such as malfunctioning drain wells, improperly installed septic tanks, and improper disposal of hazardous waste areas.

Conservation Map Series

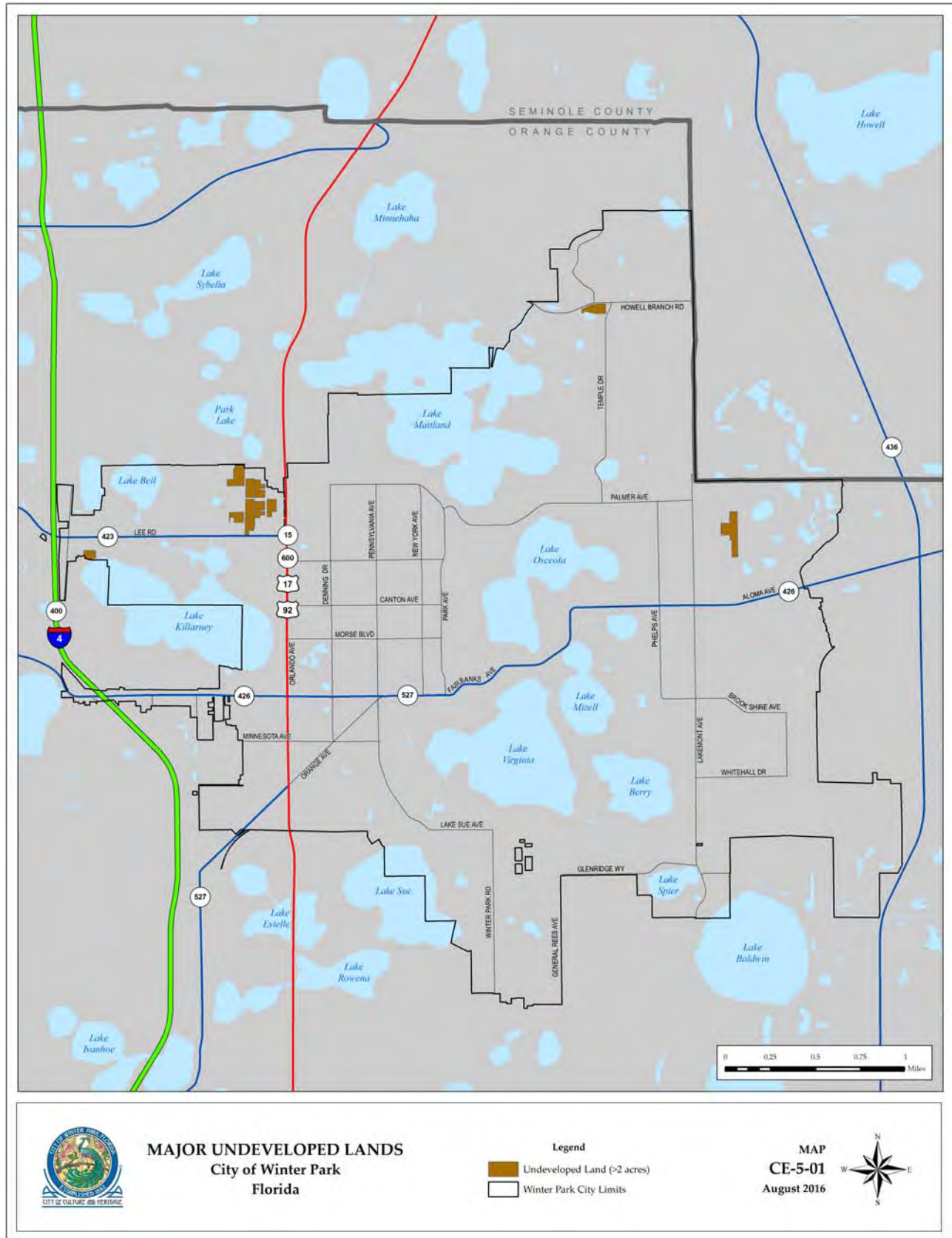
CE-5-01: Major Undeveloped Lands

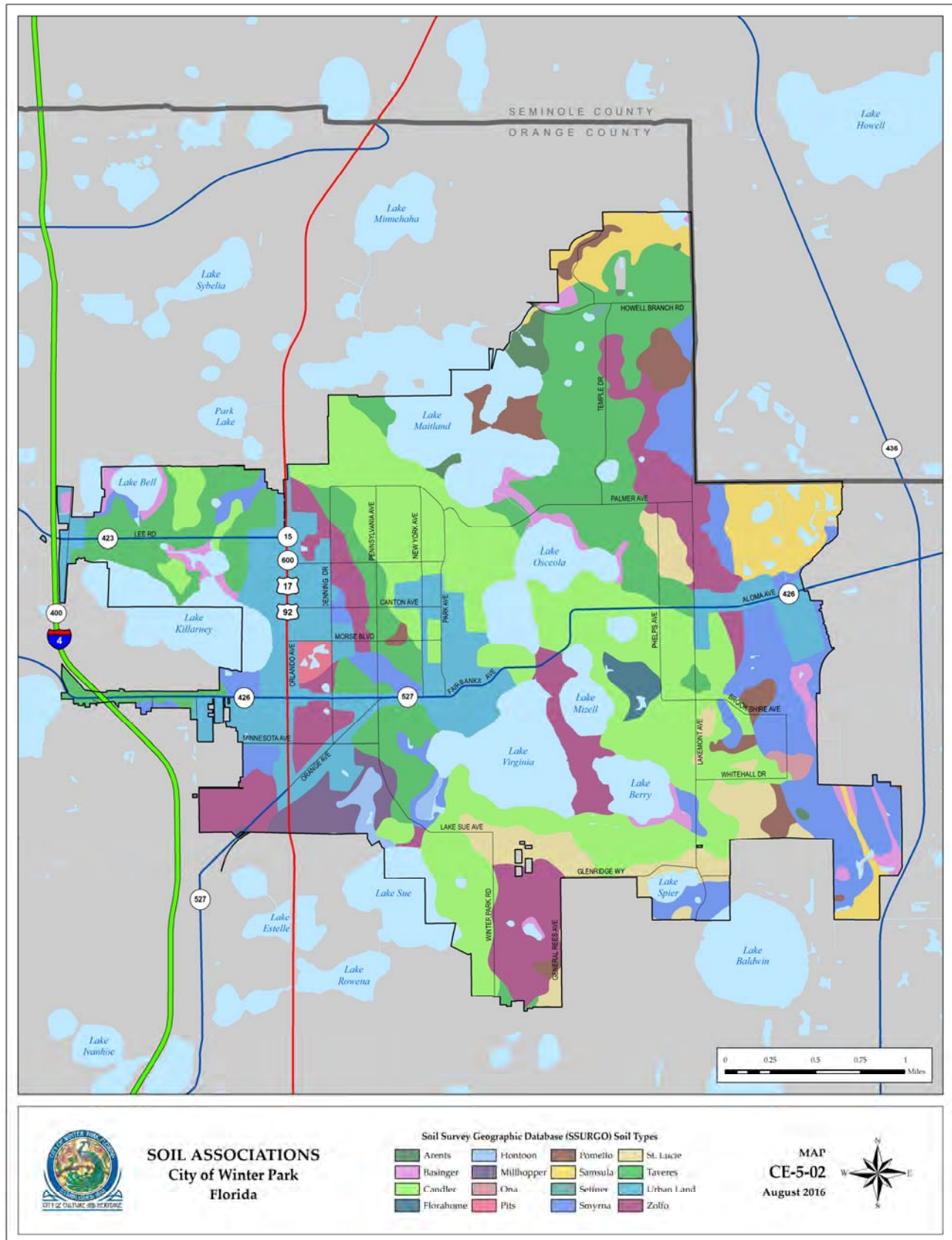
CE-5-02: Soil Associations

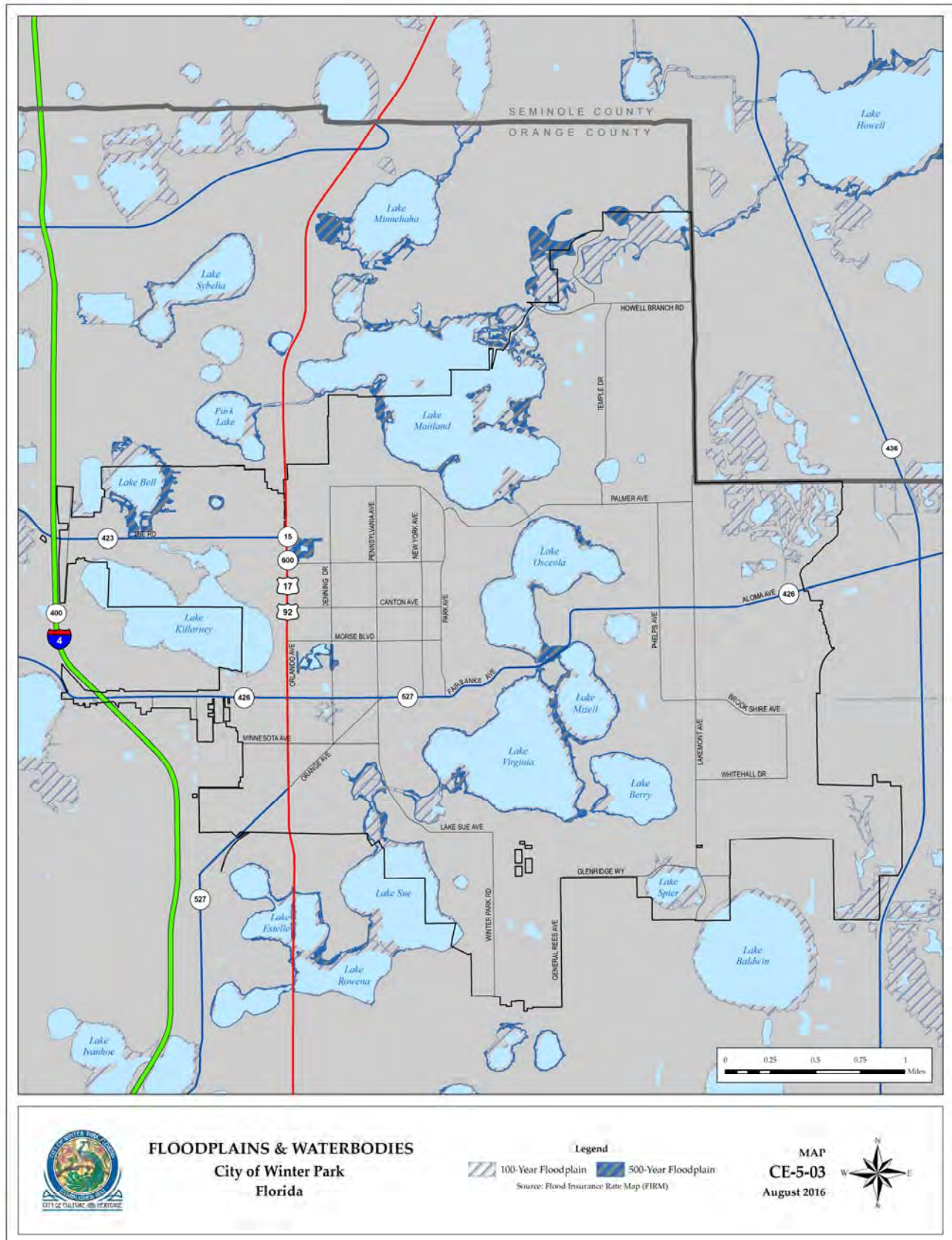
CE-5-03: Floodplains and Water Bodies

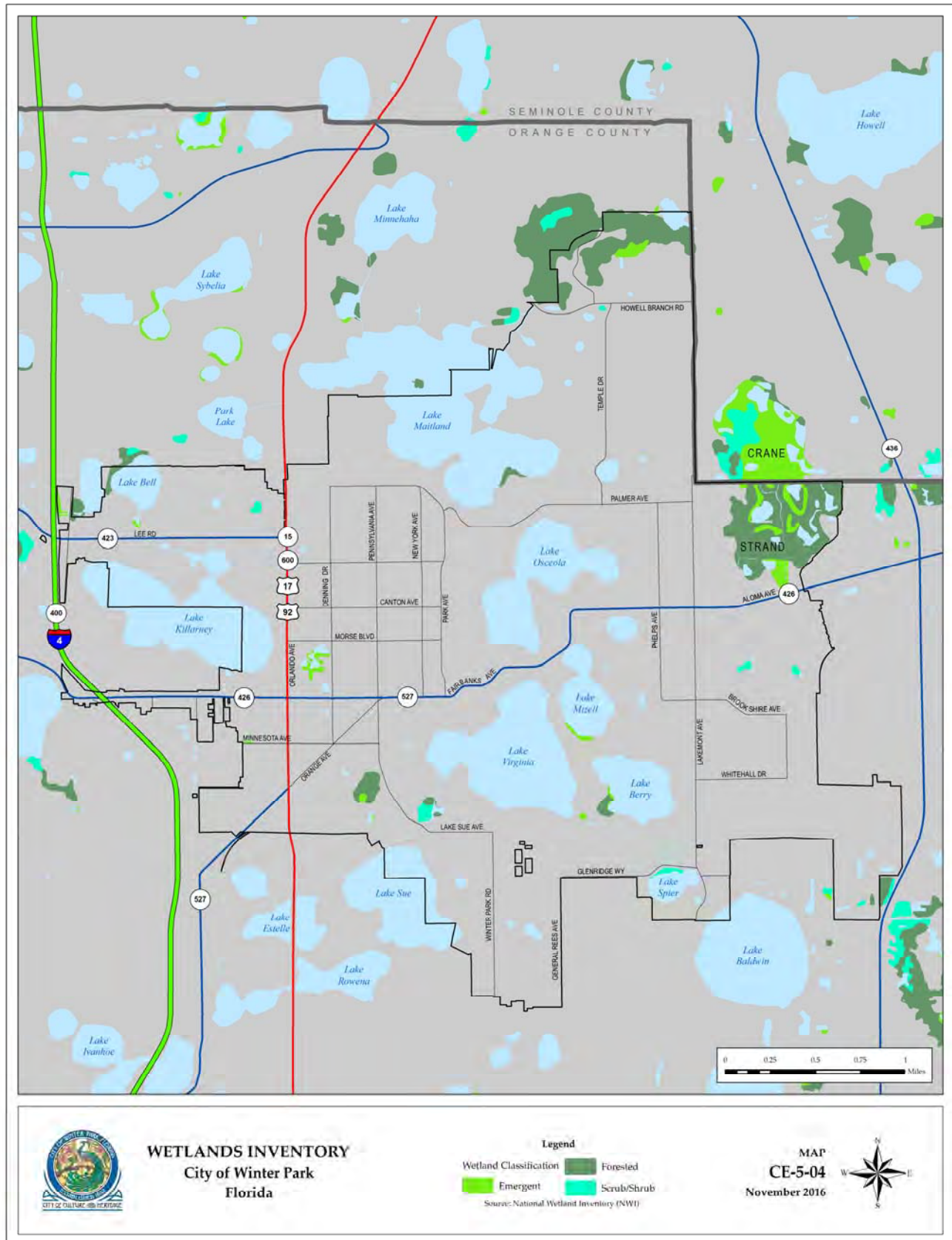
CE-5-04: Wetlands Inventory

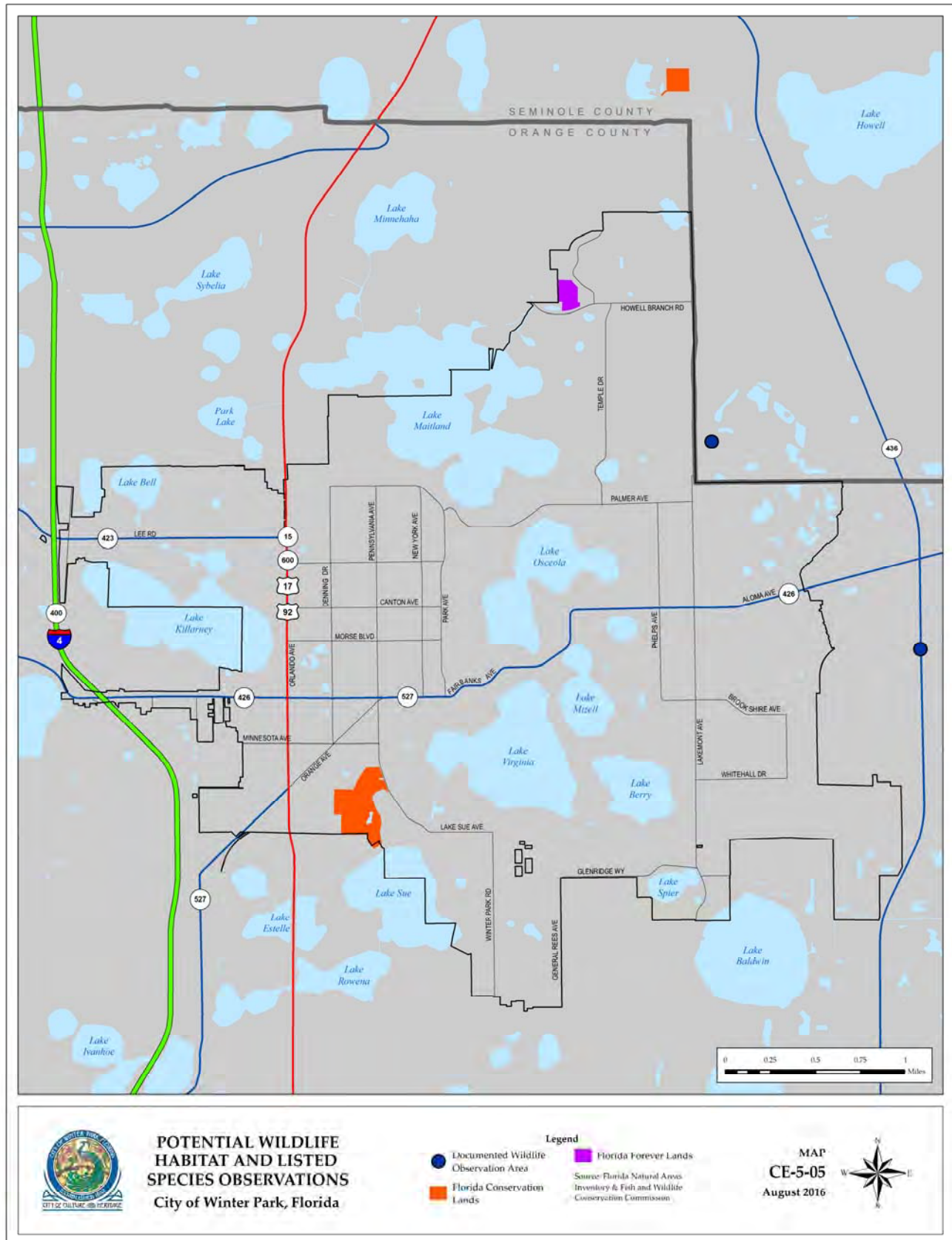
CE-5-05: Potential Wildlife Habitat and Listed Species Observations ~~Identified by the Florida Natural Areas Inventory~~











CHAPTER 6: RECREATION AND OPEN SPACE ELEMENT

WINTER PARK RELATED VISION THEMES

Cherish and sustain Winter Park's extraordinary quality of life.

Plan our growth through a collaborative process that protects our City's timeless scale and character.

Enhance the Winter Park brand through a flourishing community of arts and culture.

~~**RECREATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.** This section stipulates goals, objectives, and implementing policies for the Recreation Element. The purpose of this element is to provide guidance for appropriate plans and policies needed to meet identified or projected needs for park lands and open space areas.~~

~~This Chapter (element) is based upon the data and analysis presented in the supporting Data Inventory and Analysis document of The Winter Park Comprehensive Plan.~~

~~The Recreation and Open Space Element is the means for maintaining and providing adequate park, open space and recreational facilities for Winter Park's current and anticipated population. The quality of life and value of property for Winter Park residents is influenced by park and open space areas providing visual and aesthetic relief, plus the availability of a full range of recreational activities.~~

~~Park types referenced within this Chapter (i.e., neighborhood park, garden plaza, special purpose parks, etc.) shall follow the general definitions and purpose described within Chapter 6 of the Data Inventory and Analysis supporting document.~~

~~**GOAL 6-1: PROVIDE ADEQUATE RECREATION AND OPEN SPACE.—TO BY PRESERVING, MAINTAINING AND ENHANCING A QUALITY SYSTEM OF PARKS, OPEN SPACE AND RECREATIONAL FACILITIES WHICH SATISFY THE NEEDS OF THE CURRENT AND FUTURE RESIDENTS OF WINTER PARK.**~~

~~**OBJECTIVE 6-1.1: PROVISION OF PUBLIC PARK LAND:** The City of Winter Park shall assure that appropriate amounts of park land and open space will be within the public domain so as to meet the standards of this plan.~~

Policy 6-1.1.1: Provide Minimum LOS of Ten Acres of Parkland per 1,000 Residents. Except within Ravaudage, the City shall provide a minimum of ten (10) acres of publicly owned parkland and conservation lands for each one thousand (1,000) residents. For the purpose of calculating this guaranteed-level of service, 'open space' shall be defined as publicly owned passive or active recreational land and land left in its natural state for conservation purposes. Specifically excluded are the water area of city lakes, except for Lakes Chelton, Knowles, Midget, Wilbar and Mendsen within MLK Jr. park, private garden areas or plazas in high density or mixed use developments and roadway landscaped median areas except those within the for Kings Way and Reading Way median right-of-ways, Park Grove triangle, AJ Hanna park, Sunset/Chestnut triangle, Golfview median, Lasbury/Maiden triangle, and the Pulsifer Park triangle.

Policy 6-1.1.2: Commitment to Public Park Land: The City shall meet and maintain the park land acreage level of service standards set in this plan.

Policy 6-1.1.3: Potential Park Funding Mechanisms: Methods such as park dedications, impact fees, developer contribution, density transfers, homeowner's association provisions, and general fund allocations, where appropriate, shall be used to assist the City in acquiring park land and developing recreational facilities. This includes bonds, grants and loans.

Policy 6-1.1.4: Ravaudage Planned Development: The Ravaudage Planned Development shall utilize a level of service standard of two and one-half (2½) acres of public or private parkland and recreation amenity space per one thousand (1,000 residents) based on Orange County's park land level of service standard as approved in the Annexation Agreement with the City of Winter Park. The resident population within Ravaudage shall be separate and not counted toward the overall City park level of service standard. Any expansion of the Ravaudage Planned Development shall comply with the Winter Park LOS for park space.

~~**Policy 6-4: Office, Commercial and Mixed-Use Developments and Public Gathering Places.** For office, commercial and mixed-use development which have 10 residential units or greater a dedication or provision of land is to be set aside for park and open space requirements. Such land shall be equal to a pro-rata share of 10 acres of parkland per 1,000 residents. When not feasible in whole or in part, a proportionate fair share fee shall be paid to accomplish this policy. Such proportionate fair share and dedication of land shall be guaranteed in a development agreement.~~

Policy 6-1.1.5: Park and Recreation Trust Fund: The City shall maintain a park and recreation trust fund to facilitate contributions and to provide for an accounting of funds obtained for those purposes. At the end of each fiscal year, ten (10%) percent of the growth of the remaining end-of-year general fund balance shall be allocated to the park and recreation trust fund for park acquisition.

Policy 6-1.1.6: Recreation for New Single Family Subdivisions. New residential subdivisions units within multifamily housing and mixed use development, as well as single family homes shall include park and open space areas in the form of neighborhood parks for its residents. Where the number of units is insufficient to support an on-site park within the residential development, recreation impact fees shall be paid to the City to accommodate a fair-share impact that new residents will place on park land and park facilities.

Policy 6-1.1.7: Neighborhood Park. The City shall ~~strive to~~ provide park space within each designated service area in the City of Winter Park.

Policy 6-1.1.8: Improvements to Howell Branch Park and Potential Joint Community Park with City of Maitland. The City will continue to coordinate with the City of Maitland regarding the potential for joint participation in the development of a community park at the Winter Park Howell Branch Park that abuts open space in Maitland that could be accessed by citizens from both communities. In addition the City shall strive to improve recreational access and opportunities in the open space along Howell Creek.

Policy 6-1.1.9: Lands Proposed for Annexation. As part of the study to be performed in consideration of an annexation, the City shall analyze: (i) how the level of service for Public Park Land and Public Open Space would be impacted upon annexation; (ii) whether there are opportunities in an annexation for increasing the amount of land devoted to Public Land and Public Open Space; (iii) the gross additional cost to the City in terms of the impact of the annexation on the Recreational Facilities of the City; (iv) the additional revenues, if any, that might be available to the City as a result of the annexation, that could be utilized for park land and park facilities.

Policy 6-1.1.10: Parks Master Plan. The City shall periodically update the overall Parks Master Plan and ~~strive to~~ implement that improvement program as may be adopted by the City Commission.

GOAL 6-2: STEWARD AND ENHANCE OUR TREE CANOPY AND LAKES AS THE CROWN JEWELS OF WINTER PARK'S NATURAL SYSTEM.

OBJECTIVE 6-2.1: PUBLIC ACCESS TO LAKES. Reasonable access to lake waters and shorelines shall be afforded to Winter Park residents in a manner that protects water quality and natural habitats that maintains their recreation and open space value.

Policy 6-2.1.1: Promote Quality of Lake Recreation Opportunities. The City shall promote quality of lake recreation opportunities through the following actions:

1. Boat traffic originating from public ramps shall be managed to promote public safety within lake waters and to protect and maintain lake water quality. Such management programs shall include but are not limited to boat access permits for use of City boat launching facilities, and the use of public funds to support law enforcement patrol of lake waters.
2. The City shall continue to promote its Lake Management Program to manage nuisance aquatic plant growth and to protect, conserve and enhance natural shoreline habitat, aquatic and wildlife habitat.

Policy 6-2.1.2: Public Access to Lakes. The City shall continue to provide public access to lakes within Winter Park through the following activities or programs:

1. Continue to provide and maintain public beach access at Lake Baldwin and the lakes comprising the Winter Park chain-of-lakes;
2. Continue to provide and maintain at least one public boat launch facility to the chain-of-lakes.

Policy 6-2.1.3: Undeveloped Open Space at Lakefronts. As part of any update of the City's Park Master Plan, the City shall evaluate City-owned undeveloped open space located along lake shorelines for potential improvements that may create safe access to waterfront areas for the public.

Policy 6-2.1.4: Maintain Lake Access. The City shall maintain the physical points of public access to the lakes of the City, and the City shall maintain the recreational facilities at these

public lake shore access places including boat ramps and parking so as to insure the continued access to and enjoyment of the lakes of the City by non-lakefront property owners.

Policy 6-2.1.5: Prioritize Acquisition of Land Along Bodies of Water. The City shall prioritize the acquisition of property, whether developed or vacant, along bodies of water to include lakes, rivers, streams and creeks. This serves a two fold purpose to aid in acquiring more park land with access to bodies of water and preserve lands for conservation.

OBJECTIVE 6-2.2: INTEGRATION OF NEIGHBORHOOD DESIGN WITH PARKS AND OPEN SPACE. Neighborhoods shall be planned and designed with parks and open space that provide available recreation opportunities for nearby residents.

Policy 6-2.2.1: Park Accessibility to Neighborhoods. Neighborhoods shall be planned with park lands and open spaces intermixed with residential development and accessible within walking distance to residents. Park land within neighborhoods shall be designed to foster opportunities for social interaction and shall serve as a focal point for the surrounding residential areas.

Policy 6-2.2.2: Equitable Distribution of Park Land. The City shall emphasize future park acquisitions that equitably distribute park land through out the City. All expenditures for parks and recreation land acquisition purposes shall be prioritized in accordance with the Parks and Recreation priority list for Community Parks (with a goal of two acres of Community Parks per 1,000 residents of the total LOS of ten acres) and Neighborhood Parks (with a goal of two acres of Neighborhood Parks per 1,000 residents of the total LOS of ten acres), as such list may be amended by the Parks and Recreation Board from time to time.

OBJECTIVE 6-2.3: STREETSCAPE AND LANDSCAPE PROVISIONS. Streetscape and Landscape areas shall be incorporated into the site design of public and private properties according to the following policies:

Policy 6-2.3.1: Open Space along Lakefront Areas. Development shall be setback from lake fronts to create open space areas in natural vegetation along shoreline areas. At a minimum, all principal structures shall be set back at least fifty (50) feet from any lake shoreline unless special conditions and circumstances pre-exist justifying a variance. With exception to public beaches owned by the City of Winter Park, for residential land, no more than ~~fifteen~~ ten (10%) percent of the land area from the ordinary high water elevation ~~water's edge~~ to a point 50 feet landward can be impervious. ~~The Land Development Code may require less impervious surface coverage within this area.~~

Policy 6-2.3.2: Promote Access to the City's Water Bodies. The City shall maintain or expand the physical points of access to the water bodies in and adjacent to the City's boundaries and maintain or expand the recreational facilities including boat ramps, parking, wildlife observation areas, at these public access points. This shall insure the continued access to, and enjoyment of, the City's water bodies.

OBJECTIVE 6-2.4: PRESERVATION OF PARK LAND AND OPEN SPACE: The City of Winter Park will not divert existing park land to other non-park, non-recreational or non-cultural uses except in cases of overriding public interest.

Policy 6-2.4.1: Park Land Change of Use: ~~A majority~~ ~~An extraordinary~~ vote of the City Commission is required to convert publicly-owned park land to other uses. In such circumstances the City shall strive to also adopt a ~~However, if the park land change of use is incorporated into a redevelopment plan or neighborhood plan that identifies equivalent new parks or park site relocation, the change of use can be approved by majority vote of the City Commission subject to:~~

- ~~1. Approval of the redevelopment plan or neighborhood plan by the City Commission at an advertised public hearing;~~
- ~~2. The neighborhood plan or redevelopment plan identifies a site or sites for new park land (equal or greater in area) to replace that which will be lost;~~
- ~~3. Funding has been identified and programmed for the acquisition of new property, or land will be obtained through a development agreement with property owner/development applicant sponsoring a redevelopment plan.~~

Policy 6-2.4.2: Protect Park Acreage Level of Service. ~~Should the City shall not~~ enter into contractual use agreements with the School Board, ~~Y.M.C.A.~~ or other non-profit or governmental entities, such agreements should not ~~that would~~ provide for land, not owned by the City, to be counted toward meeting the City park acreage level of service standard.

Policy 6-2.4.3: Maintenance of Existing Recreation Land and Facilities. The City shall maintain existing park lands through the use of proper management and funding techniques. The City shall assure that park lands are well managed and well maintained, designed to promote public safety and to discourage crime, and are accessible and convenient for park patrons.

Policy 6-2.4.4: Preservation of Central Park. Central Park shall be classified, designed and used as a community park gathering place that reserves the unique and passive nature of the existing park, the shady tree canopy and the fountains.

Policy 6-2.4.5: Preservation of Mead Garden. Mead Garden is a 48 acre park located in the southwest section of the City. ~~It~~ and shall be classified as a passive park. ~~Established in the 1930's as a botanical garden attraction, it contains the range of native plant species from its freshwater marsh habitat to the typical pine uplands.~~

OBJECTIVE 6-2.5: PROVISION OF RECREATION FACILITIES: The City of Winter Park shall assure that appropriate recreational facilities are available and usable by the public, including disabled residents, so as to meet the standards of this plan.

Policy 6-2.5.1: Public Use of Non-City Recreation Facilities: The City shall continue to work with the Orange County School Board, Rollins College, Y.M.C.A., churches, non-profit agencies and the private sector to provide cooperative agreements, whether formal or informal, for the availability of indoor and outdoor recreational facilities for the residents.

Policy 6-2.5.2: Recreation Programs: The City shall continue to offer recreational programs that compliment and enhance the use of the City's recreational facility assets. The City shall annually monitor recreation programs to assure that an adequate diversity of programs addresses

the recreation interests of different age and ethnic groups, particularly children, teenagers, disabled, and the elderly.

Policy 6-2.5.3: Provision of Facilities for the Disabled. Recreation facilities shall be provided consistent with Title II of the Americans with Disabilities Act, including the number of facilities available for and accessible to the disabled. The City shall provide a diverse number of facilities accessible to disabled persons and shall meet or exceed the ADA diversity guidelines. The City shall complete an inventory of existing recreation facilities that are accessible to the disabled. If deficiencies exist in number or diversity of recreation facilities for the disabled, the City shall schedule appropriate improvements and funding within its capital improvements program to remedy the deficiency.

Policy 6-2.5.4: Provide Recreation Facilities Consistent with Local Recreation Demands. To assure that City parks provide services desired by park patrons and City residents, the City shall update its Park Master Plan at least every five years. The update of the Park Master Plan shall include a survey of residents or an analysis of recreation demands and trends to determine the recreation programs, facilities, and events that are most desired by City residents. As part of the master plan update, the City shall develop recreation facility level of service standards consistent with local demands and interests.

OBJECTIVE 6-2.6 ARTS AND CULTURE: Enhance the city's flourishing community of arts and culture by recognizing the value of city's many cultural venues and their connection to the Winter Park community.

Policy 6-2.6.1: Promotion of Cultural Arts. ~~Within one year of adoption of this plan, the City shall continue to work with community partners to develop an integrated cultural arts plan that includes complementary improvements, innovative partnerships, coordinated marketing and events and program development. shall prepare a cultural arts master plan and incorporate its findings, data, and recommendations into the Winter Park Comprehensive Plan as either a separate element or as a component of the Recreation and Open Space Element. The objective of a cultural arts element or master plan is to maintain a comprehensive inventory and analysis of the community's cultural resources and amenities, and to facilitate community access to the various cultural organizations. By forming a master plan for cultural arts, the City can establish long-term funding according to goals and objectives to maintain and expand cultural arts.~~

GOAL 6-3: INCREASE THE CONNECTION TO NATURE BY INCENTIVING PUBLIC AND PRIVATE GREEN SPACE THROUGH THE DESIGN AND DEVELOPMENT PROCESS.

OBJECTIVE 6-3.1: PARK AND RECREATION FUNDING. The City of Winter Park may develop new funding sources for the acquisition, expansion and improvement of park land and park facilities.

Policy 6-3.1.1: Recreation Impact Fee. The City shall continue to implement a park and recreation impact fee that will require all new development pay its fair-share in the cost to acquire new park and park facilities and shall update that fee periodically based upon studies documenting costs for such acquisitions.

Policy 6-3.1.2: Land Development Code Consistent with the Comprehensive Plan. The City's Land Development Code shall with the Winter Park Comprehensive Plan require that all

development include park land and park amenities consistent with concurrency management level-of-service standards.

Policy 6-3.1.3: Coordination with State and Regional Land Acquisition Grant Program.

The City shall annually coordinate with state agencies regarding the use of the Florida Recreation Development Assistance Program (FRDAP), and Florida Forever Program, and land acquisition programs administered by the St. Johns River Water Management District regarding the availability of grant funds for open space and recreation land purchases within or adjacent to Winter Park.

OBJECTIVE 6-3.2: ADEQUATE FUNDING FOR PARK MAINTENANCE. The City of Winter Park shall allocate sufficient funding to assure the maintenance of park and recreational facility assets.

Policy 6-3.2.1: Maintenance of Existing Recreation Land and Facilities. The City shall maintain existing recreation and facilities through the use of proper management and maintenance funding techniques. The City shall assure that recreation facilities and park lands are well managed and well maintained.

Policy 6-3.2.2: Annual Maintenance Funding. The City shall maintain a continuity of annual funding for the maintenance of park and recreational facilities necessary.

Policy 6-3.2.3: Annual Fee Review. The City shall annually review the Park and Recreation fees and revenue policy so as to adjust user fees to a level commensurate with the need and other governmental entities.

Policy 6-3.2.4: Maintenance and Staff Needs for New Parks and Facilities. The City shall recognize that the addition of park and recreation facilities will increase the funding levels necessary for proper maintenance, including potential for additional staff or need for additional out-sourcing funds.

OBJECTIVE 6-3.3: ALLOCATION OF PARK FUNDS. The City of Winter Park shall have a system for the allocation of funds for park and recreational capital improvements.

Policy 6-3.3.1: Recreation and Capital Improvement Program. The capital improvements program of the City's park and recreation department shall be consistent with the Capital Improvement Element of the Comprehensive Plan.

Policy 6-3.3.2: Capital Improvement Program Criteria. All acquisitions and physical improvement projects expected to cost more than \$25,000 shall be included in the Capital Improvement Element.

~~**Policy 6-3.3.3: Plan for the Conversion of the City's Tree Farm.** The City's Capital Improvement Program (CIP) shall by 2008 provide funding to convert and improve the City's tree farm property to a park facility.~~

OBJECTIVE 6-3.4: INTERCONNECT PARK SYSTEM WITH RECREATION AND TRANSPORTATION TRAILS AND PATHS. The City ~~will strive to~~ shall provide a park and open space system to interconnect parks by pedestrian and bicycle path lanes.

Policy 6-3.4.1: Link Parks and Public Open Space. The City ~~will strive to~~ shall provide bikeways, where possible and where public safety permits, to link open space and parks both internally and regionally to Winter Park. New park location and design should take into consideration the presence or feasibility to the park with other City facilities via bicycle paths and lanes.

Policy 6-3.4.2: Cady Way Trail. The City ~~will strive to~~ shall support the interconnection of the Cady Way Trail with other regional trail systems.

~~**Policy 6-3.4.3: Lake Baldwin Trail/Path.** The City shall continue coordination with the City of Orlando regarding a public trail or path that will encircle Lake Baldwin.~~

Policy 6-3.4.4: Howell Creek. The City ~~will strive to~~ shall maintain and expand the number and extent of recreational trails and greenways in the City to provide public access and enjoyment especially of stream and waterfront environments.

Policy 6-3.4.5: Integration of Park System and Bicycle Trails. At the next update of the Park Master Plan, the bicycle trail system interconnecting parks and public places shall be included as a component of the Park Master Plan. The interconnection of parks with bicycle trails, paths, and lanes shall be addressed as part of the Park Master Plan update.

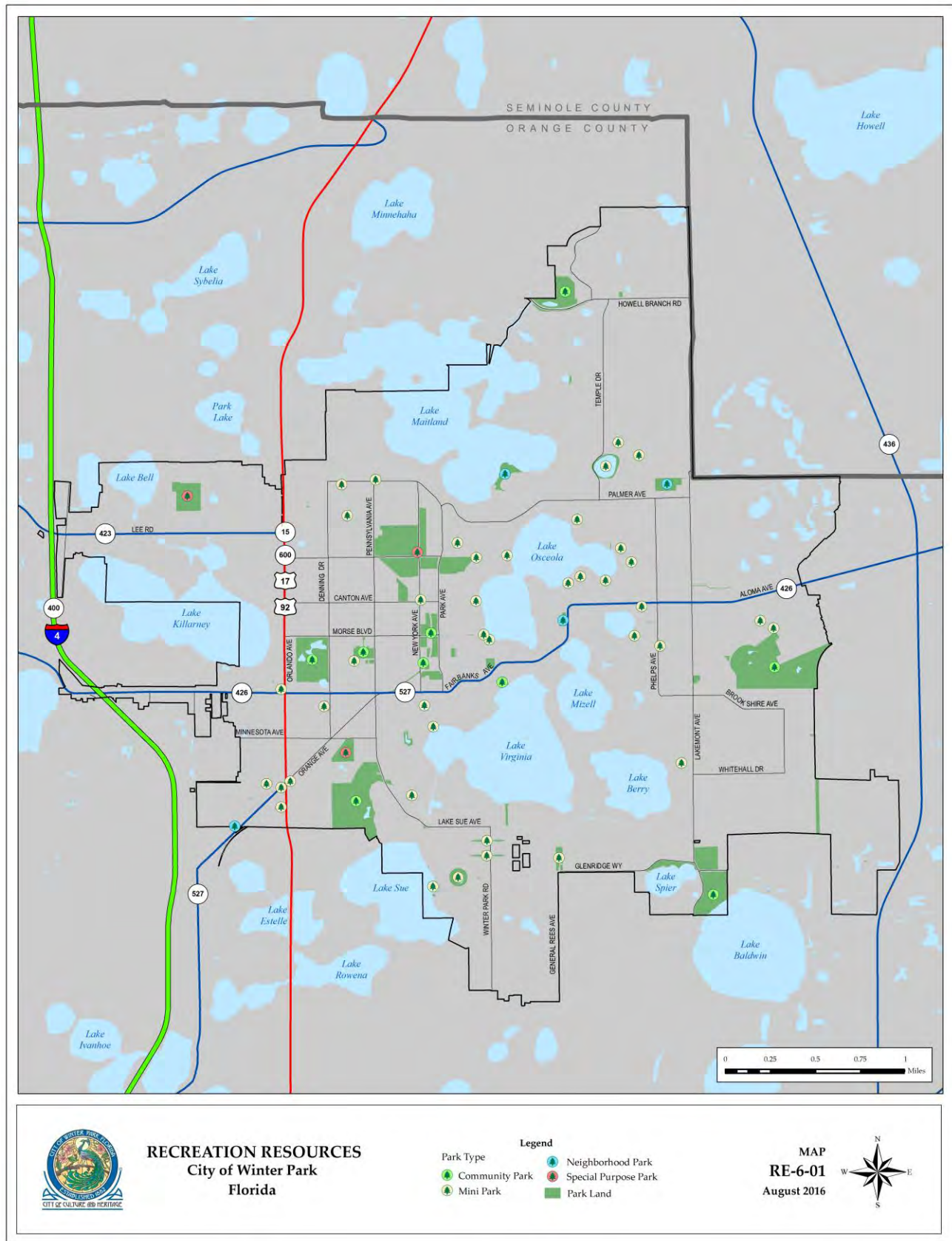
Policy 6-3.4.6: Bicycle Parking Facilities at Parks. All neighborhood, community, special purpose parks shall provide bicycle racks or similar parking facilities. Bicycle parking facilities shall be conveniently located within parks and placed at visible locations.

Policy 6-3.4.7: Coordination with Transportation Element. Bicycle and pedestrian system plans promoted in the Transportation Element shall be coordinated with the objectives and policies of the Recreation Element.

GOAL 6-4: FOSTER SUSTAINABLE PUBLIC AND PRIVATE PARKS AND OPEN SPACES USING STATE-OF-THE-ART PRACTICES AND TECHNIQUES.

OBJECTIVE 6-4.1: MANAGEMENT AND ACCREDITATION OF THE PARKS AND RECREATION DEPARTMENT. ~~The Parks and Recreation Department was nationally accredited in 2010 by meeting or exceeding over 150 standards for the management and maintenance of a parks and recreation department. The accreditation is formally reviewed every five years and the department was reaccredited in 2015. It is the goal of the department~~ The city will strive to remain an accredited agency sanctioned by the National Recreation and Parks Association Commission for Accreditation of Parks and Recreation Agencies.

Policy 6-4.1.1: The City will maintain the accreditation of the Parks and Recreation Department by continuing to meet or exceed the standards for management and maintenance of the department as set forth by the National Recreation and Parks Association.



CHAPTER 7: CAPITAL IMPROVEMENT ELEMENT

§9J-5.016(3), FAC

INTRODUCTION

~~This Capital Improvement Element summarizes and details the capital expenditure projects committed to by the City of Winter Park over the next five years within the Capital Improvement Plan (CIP). The capital projects included in this element are consistent with the capital improvement plan adopted each year by the City Commission as part of the annual budget process or they are capital improvement projects approved and committed by other entities such as the Orange County School Board, FDOT, MetroPlan, etc. and included by reference because they represent projects within the city limits of Winter Park and the projects implement various goals, objectives and policies of this Comprehensive Plan.~~

~~Capital improvement projects, by definition, are physical assets constructed or purchased to provide, improve or replace a public facility that are large scale and high in cost. For the purposes of the State requirements, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements. (Rule 9J-5.003 (12), F.A.C.)~~

~~The format of this Capital Improvement Element shall begin with the goals, objectives and policies that govern the administration of the capital improvements program for the city. That will be followed by the City's five year capital improvements plan, which includes a narrative description of the status of the capital improvements program for each individual program as well as the specific committed projects and funding within the time horizon of the city's adopted five year capital improvement plan. Lastly this element details the concurrency management system that the City utilizes along with applicable policies to insure that the various adopted levels of service are maintained.~~

CAPITAL IMPROVEMENT ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 7-1: CAPITAL IMPROVEMENTS GOALS, OBJECTIVES, AND POLICIES: PROVIDE AND MAINTAIN PUBLIC FACILITIES AND SERVICES WHICH PROTECT AND PROMOTE THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF OUR CITIZENS, WHICH ACCOMMODATE NEW DEVELOPMENT AND REDEVELOPMENT, WHICH ARE ACCOMPLISHED BY CONSERVING AND PROTECTING NATURAL RESOURCES, WHICH PROMOTE THE MAINTENANCE OF EXISTING FACILITIES, WHICH ACHIEVE ACCEPTABLE LEVELS OF SERVICE AND WHICH MINIMIZES PUBLIC COST.

OBJECTIVE 7-1.1: CAPITAL IMPROVEMENTS ELEMENT SHALL BE THE MECHANISM FOR MANAGING CAPITAL INVESTMENTS. The City shall use the Capital Improvement Element, the financially feasible Capital Improvement Plan and its construction of capital improvements for facilities needed to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities in an efficient, cost effective and timely manner throughout the horizon of this Comprehensive Plan.

Policy 7-1.1.1: Mechanism for Implementing the Comprehensive Plan The Capital Improvements Element shall be the mechanism used to guide and implement the Comprehensive Plan through the programming of public facilities, and services as identified in the other elements of the Comprehensive Plan.

Policy 7-1.1.2: Duration of the Capital Improvement Program and Implications of Financially Feasible Requirement. The Capital Improvements Element shall include a financially feasible capital improvement program for a five year period. It shall have identified funding sources and shall be reviewed and updated annually in order to maintain a continual five year priority and outline of capital improvements planned for implementation. ~~Funding sources for projects within the first three years of the Capital Improvement Program must be committed by the City Commission.~~

Policy 7-1.1.3: Public Facilities Addressed in the Capital Improvements Plan Program. The Capital Improvements Element shall pertain to the following public facilities:

- a. ~~Transportation Traffic Circulation~~ including transportation by vehicles, bicycles, pedestrians and via roads, public parking and municipal mass transit
- b. Sanitary Sewer
- c. Potable Water
- d. Drainage and Stormwater Management
- e. Recreation and Open Space
- f. Public Schools

Policy 7-1.1.4: Capital Improvements Defined. Capital Improvements shall be identified in the Comprehensive Plan and this element when they have an estimated cost of \$25,000 or more and a minimum useful life of three years or more and shall fulfill one of three purposes as follows:

- a. Maintain, upgrade, repair or replace existing public facilities
- b. Eliminate existing facility deficiencies
- c. Expand or improve existing public facilities or provide new public facilities

~~**Policy 7-1.1.5: Implications of Capital Improvement for Public Facilities Not Included in Policy 1.3.** Recommended capital improvements for public facilities identified in other sections of the Comprehensive Plan, but not specified in Policy 7-1.3, shall also be included in the Capital Improvements Element, but shall not be part of the Concurrency Management System.~~

~~**Policy 7-1.1.6: Capital Improvements Identified in Development Agreements or DRI Development Orders.** Capital improvements identified in any development agreements or any development orders executed for a Development of Regional Impact shall be included in the Capital Improvements Element.~~

~~**Policy 7-1.1.7: Criteria for Assigning Priorities.** Capital improvements shall be prioritized in a manner that is consistent with the City's Comprehensive Plan. This prioritization system shall be based on the following three components: 9J-5.016 (3) (c)(1)~~

- ~~A. **Criteria for Determining Timing of Capital Improvements.** The timing of capital improvements shall be assessed based upon the City's acknowledgement that the public's health and safety is first priority, followed by the need to maintain the public investment in existing public facilities and services. Third priority shall be to eliminate existing deficiencies in a timely manner, followed by providing new and expanded facilities needed to accommodate new growth. The timing of capital improvements shall be prioritized as follows:~~

- ~~1. To preserve the health and ensure the safety of the public by eliminating or preventing a critical breakdown in the City's public facilities and service;~~
- ~~2. To maintain existing public facilities through a repair and replacement program;~~
- ~~3. To eliminate existing deficiencies in a timely manner;~~
- ~~4. To accommodate new growth through the timely planning and construction of new or expanded public facilities.~~

~~B. **Criteria for Determining the Location of Capital Improvements.** The location of needed capital improvements shall promote efficient and compact development patterns through the strategic placement of new and expanded facilities that support the existing land use patterns of the City.~~

Policy 7-1.1.8: Amendments to the Capital Improvements Program. The Capital Improvements Element shall present a Five Year Capital Improvements Plan that is updated annually, no later than December 1 of each year. ~~and amended consistent with the City's bi-annual Comprehensive Plan amendment schedule and process. However, necessary capital improvements, repairs, etc. may be programmed in the Five Year Capital Improvements Plan through the normal amendment process without limitation to the bi-annual restriction.~~

Policy 7-1.1.9: Adoption of Capital Improvement Budget. The City shall adopt a capital improvements budget as part of the annual budgeting process.

OBJECTIVE 7-1.2: COORDINATION OF LAND USE, PUBLIC FACILITIES, AND FISCAL MANAGEMENT DECISIONS. The City shall coordinate land use decisions and available or projected fiscal resources with a Schedule of capital improvements which maintains adopted level of service standards and which meets the existing and future facility needs.

Policy 7-2.1.1: Implement Adopted Level of Service Standards. The Capital Improvements Plan shall implement the level of service standards established and adopted for transportation roads, (Table 2-4, page 2-19/20), sanitary sewer (Policy 4-2.1.1, page 4-2), solid waste (Policy 4-3.1.1, page 4-4), drainage (Policy 4-4.1.1, page 4-5), potable water (Policy 4-5.1.1, page 4-7), parks and recreation (Policy 6-1.1.1, page 6-1), and public schools (Policy 9-1.1.1, page 9-1) as identified in this Plan within those respective elements or sub-elements. If conditions exist such that it is not economically feasible for the City to implement these established and adopted levels of service standards through its Capital Improvement Plan, then Policy 7-2.1.2 will take precedence with respect to that particular public facility for facilities which are deficient.

Policy 7-2.1.2: Implications of Concurrency Management Program. In accordance with the City's concurrency management system, no development orders or permits will be issued unless the facilities needed to meet level of service standards are provided for concurrent with the demands for those facilities.

Policy 7-2.1.3: Coordinated Transportation System. The City will coordinate with FDOT regarding the Department's adopted work program, and with MetroPlan Orlando regarding the Long Range Financially Constrained Network, the five year Transportation Improvement Program (TIP), and the Unified Planning Work Program (UPWP) for mobility projects within and adjacent to the City. In addition, the City will coordinate with Orange County on mobility projects within and adjacent to the City regarding the Orange County Long-Range Transportation Plan (LRTP) or the

most current annual update by reference as the County's 20-year roadway improvement program. This annually updated plan represents the County's cost-feasible improvement plan that addresses current and future roadway deficiencies.

Policy 7-2.1.4: Coordination with FDOT Adopted Five-Year Work Program. Annual updates of the City's Capital Improvements Element and Capital Improvements Program shall include as adopted by reference the adopted applicable State and County facilities contained within the Orange County and FDOT adopted work programs, and any local facility improvement proposed by the City will consider the above-mentioned State and County programs and plans.

~~**Policy 7-2.1.5: Regional Mobility Strategy.** The City currently has agreed to contribute our proportional share of funding for the commuter rail project, which is a cornerstone of the regional mobility strategy. In order to continue this partnership and cooperation, the City commits, on a proportional basis, to program and budget revenue, coordinating the City's Five-Year Capital Improvements Plan with improvements identified in the regional Transportation Improvement Program (TIP), the Orlando Urban Area Transportation Study (OUATS) Financially Constrained Network, and the OUATS Transportation Needs Network. This commitment will be maintained provided the State of Florida continues to provide the authority for the City to assess transportation impact fees and implement proportionate fair share extractions from new development and redevelopment.~~

~~**Policy 7-2.1.6: Capacity Increasing Improvements on the State Highway Roadway System.** The City commits, in the review and approval of development and redevelopment projects that generate net new trips, to require improvements that increase the capacity or and decrease the travel time on the adjacent state facility. The City shall utilize techniques such as, but not limited to elimination of driveways, turn lane improvements, joint access, cross access, acceleration and deceleration lanes, signal timing and other improvements determined in consultation with the Florida Department of Transportation.~~

Policy 7-2.1.7: Water and Waste Water Supply. Prior to the issuance of a building permit or any development order, the City shall verify with the Water and Wastewater Utility Department that adequate potable water supplies are available and adequate waste water treatment capacity exists to serve the new development. No building permit or development order shall be issued unless these water and waste water utilities are available at the time of the issuance of the building permit or development order.

OBJECTIVE 7-1.3: DEVELOPMENT TO FUND IMPROVEMENT NEEDS GENERATED BY SUCH DEVELOPMENT. The City's land use decisions and land development code shall contain provisions for assessing new developments a pro rata share of the costs necessary to finance public facility improvements as defined in Policy 7-1.3, when made necessary, by the development in order to adequately maintain level of service standards.

Policy 7-3.1.1: Fiscal Impact Assessments. The City staff shall provide, upon request by the Planning and Zoning Board ~~Commission~~ or the City Commission, at the time of public hearing review, an assessment of the fiscal impact on capital facility improvements needed to maintain adopted level of service standards for any residential development in excess of twenty units and any non-residential development in excess of ten thousand (10,000) square feet in size.

OBJECTIVE 7-1.4: MAINTAINING INTERNAL CONSISTENCY WITHIN THE COMPREHENSIVE PLAN. The City shall utilize the Capital Improvements Element and the Capital Improvements Plan to both require and provide that needed capital improvements identified in the other elements of the Comprehensive Plan are implemented.

Policy 7-4.1.1: Annual Update and Evaluation of Capital Improvement Needs. The City shall annually update the Comprehensive Plan to assess and include capital improvement projects necessary to maintain level of service standards and shall include those within the Capital Improvement Element and Plan.

~~**Policy 7-4.1.2: Financial Management Strategies, including Debt Management.** Capital improvements shall be financed and debt shall be managed as follows:~~

~~**A. Public Facilities Financed by City Enterprise Funds.** Public facilities financed by City enterprise funds, i.e., potable water, sanitary sewer, and solid waste, shall be financed by:~~

- ~~1. Debt to be repaid by user fees and charges for enterprise services, or~~
- ~~2. Current assets, i.e., reserves, surpluses, and current revenue, or~~
- ~~3. A combination of debt and current assets~~

~~**B. Public Facilities Financed by Non-Enterprise Funds.** Public facilities financed by non-enterprise funds, i.e., roads, stormwater management, parks, library, law enforcement, fire service, and other City government buildings, may be financed from current assets (pay-as-you-go financing) or as otherwise provided in this policy.~~

- ~~1. General obligation bonds approved by referendum may be used for any non-enterprise public facilities to acquire capacity needed within the five year schedule of capital improvements or for capacity required beyond the five year schedule.~~
- ~~2. Public facilities for non-enterprise funds may be financed by other debt, i.e., revenue bonds, capital leases, etc., subject to the referendum restrictions imposed by Section 2.14 of the City Charter.~~

~~**C. Debt Management.** Debt financing shall not be used to provide more capacity than is needed within the five year schedule of capital improvements for non-enterprise public facilities unless:~~

- ~~1. The excess capacity is an integral part of a capital improvement that is needed to achieve or maintain standards for levels of service, or~~
- ~~2. The excess capacity provides economies of scale making it less expensive than a comparable amount of capacity if acquired at a later date.~~

~~**D. Criteria for Managing Debt Financing.** The City does not utilize specific debt ratios such as the limitation on the use of revenue bonds as a percent of total debt; the maximum ratio of total debt service to total revenue; and the maximum ratio of outstanding capital indebtedness to property tax base, preferring to evaluate each issuance of debt, on a case-by-case basis.~~

~~Although the City of Winter Park does not have an adopted debt policy, the following factors shall be considered prior to any debt financing:~~

- ~~a. The kind and extent of public facilities being financed.~~
- ~~b. Magnitude of the annual payments required to service the debt.~~

- ~~e. Degree of favorable impact which the facilities acquired from debt proceeds are likely to have upon the City.~~
- ~~d. Economic capacity of the City.~~
- ~~e. Degree of overlapping debt of other governmental units which depend upon the same economic base or supports~~
- ~~f. Projected rate of growth in the City.~~

~~Policy 7-4.1.3: Criteria in Selecting Revenues to Finance Public Facilities.~~ The City will use, to the extent possible, the following priority criteria in selecting sources of revenue to finance public facilities. Each revenue source on the list is preferred to all subsequent revenue sources on the list.

- ~~a. Grants or entitlements from other levels of government and independent districts.~~
- ~~b. Contributions by developers including dedication of land, provision of public facilities, and impact fees.~~
- ~~c. User revenues including fees and charges for services, gasoline taxes, and benefit payment for stormwater management.~~
- ~~d. Sales tax (local option infrastructure surtax).~~
- ~~e. Debt financing.~~
- ~~f. There shall be no limitation on revenue debt as a percentage of total debt;~~
- ~~g. 15% shall be the limitation on debt service as a percentage of total revenue; and~~
- ~~h. General obligation debt shall be limited to 2% of taxable value of property tax base.~~
- ~~i. Ad valorem property taxes.~~

~~In recognition of the fact that some revenue sources are inappropriate or not legally available for particular public facilities, the priority list is advisory rather than obligatory.~~

Policy 7-4.1.4: Constraints on City Ability to Finance Public Facilities. The City shall not provide a public facility, nor shall it accept the provision of a public facility by others, if the City is unable to pay for the subsequent annual operating and maintenance costs of the facility.

OBJECTIVE 7-1.5: COORDINATING LAND USE, PUBLIC FACILITY, AND FISCAL MANAGEMENT DECISIONS. The City shall manage the land development process, utilize its concurrency management system, and its Capital Improvements Plan so that public facility needs existing or created do not exceed the ability of the City to fund and provide; or require the provision of needed capital improvements.

Policy 7-5.1.1: Coordinating Decisions Relating to Development and Debt Financing. The City shall constrain its development decisions so that any necessary public debt financing decision made necessary by said development are made concurrently with the development decision.

Policy 7-5.1.2: Debt Financing and City Commission Commitments. The City shall not include any capital project needing public debt financing in the Capital Improvements Element or Plan unless the City Commission has voted affirmatively to sponsor such financing or bond issue and agreed to hold any required referendum.

~~OBJECTIVE 7-1.6: PUBLIC SCHOOLS DISTRICT CAPITAL OUTLAY PLAN COORDINATION.~~ Prior to June 1st of each year, Orange County Public Schools (OCPS) shall

coordinate with the City of Winter Park to develop a financially feasible ten (10) year District Capital Outlay Plan (DCOP) for review and approval by the OCPS Board and adoption into the Capital Improvement Element for the City.

~~Policy 7-6.1: Consistency Review of the District Capital Outlay Plan.~~ The City of Winter Park shall review the updated annual ten (10) DCOP to determine if the projected capacity, projected enrollment and LOS for each school and Concurrency Service Area within the City's jurisdiction is consistent with its growth projections.

~~Policy 7-6.2: Annual Review.~~ The City of Winter Park shall review and update the OCPS adopted Concurrency Service Areas (CSAs), adopted Level of Service and enrollment projections in the annual update of the Capital Improvements Element (CIE) to ensure that the CIE continues to be financially feasible and that the LOS will be achieved.

~~Policy 7-6.3: Ten Year District Capital Outlay Requirement.~~ The ten (10) year DCOP shall include all planned capital projects which increase the capacity of public schools within the City of Winter Park.

~~Policy 7-6.4: Inclusion of the District Capital Outlay Plan in Updates.~~ The City of Winter Park shall include the ten (10) year DCOP in the annual update of the CIE.

~~Policy 7-6.5: District Capital Outlay Plan and Level of Service Standards.~~ OCPS will review the need with the City of Winter Park to adopt the OCPS ten (10) year financially feasible DCOP in order to achieve the adopted LOS in all CSAs within the County. When necessary, the City shall include the ten (10) year DCOP in the annual update of the CIE.

~~Policy 7-6.6: Orange County Public Schools 10-Year Capital Outlay Plan.~~ The City of Winter Park hereby incorporates by reference the Orange County Public Schools 10-Year District Capital Outlay Plan (DCOP) adopted by the School Board on September 14, 2010 that includes school capacity sufficient to meet anticipated student demands projected by OCPS.

~~Policy 7-6.7: Adoption of Public Schools Capital Improvement for Correcting Deficiencies and Priorities for Backlogged Facilities.~~ In accordance with F.S. 163.3180 (9)(a), the City of Winter Park adopts a long-term school concurrency management system with the ten (10) year planning period of 2008-09 through 2018-19 for areas where significant backlogs exist.

~~OBJECTIVE 7.1.7: FUTURE NEEDS AND LEVEL OF SERVICE CONSISTENCY.~~ The City of Winter Park may cooperate with the School Board to ensure that future needs are addressed consistent with the adopted level of service standards for public schools.

~~Policy 7-7.1:~~ The LOS standards, except for backlogged facilities as provided in CIE Policy 7-7.3, to implement school concurrency shall be calculated as a percentage of the Adjusted FISH Capacity as follows:

- a. ~~Elementary: 110% of Adjusted FISH using modified Middle School Attendance Zones as CSAs.~~
- b. ~~K through 8: 110% of Adjusted FISH Capacity using K through 8 School Attendance Zones as CSAs.~~

- e. ~~Middle: 100% of Adjusted FISH Capacity using Middle School Attendance Zones as CSAs.~~
- d. ~~High, including ninth grade centers: 100% of Adjusted Fish Capacity using High School Attendance Zones as CSAs (Note: Adjusted FISH for high schools does not include in slots).~~

Policy 7-7.2: Annual LOS Review: The city shall annually review compliance and appropriateness of the adopted LOS Standard.

Policy 7-7.3: Consistent Application of Level of Service Standards. Consistent with Section 13 of the Interlocal Agreement, the LOS standards shall be applied consistently by all the local governments within Orange County and by the School Board to all schools of the same type. However, within backlogged CSAs, the ratio of student enrollment to school capacity may not increase beyond its level of April 1, 2008. During the period covered by the 10-year schedule of capital improvements, the backlogged CSA will be improved to the adopted LOS standard. The levels of service standards are initially set as follows in:

Table 7-1 Schools Level of Service (LOS)	
School Type	Adopted LOS
	<p>2017. 110% of Adjusted FISH Capacity by 2012.</p> <p>The interim LOS for backlogged facilities is shown in Figure 13 of the Public Schools Data, Inventory and Analysis.</p> <p>The following elementary school CSAs are designated as backlogged facilities: A, DD, U and Arbor Ridge.</p> <p>The utilization of these CSAs may not increase beyond its level of April 1, 2008, as designated in Figure 6 of the Public Schools Data, Inventory and Analysis and must achieve a LOS of 110% by</p>
Middle	<p>100% of Adjusted FISH Capacity by 2012.</p> <p>The interim LOS for backlogged facilities is shown in Figure 14 of the Public Schools Data, Inventory and Analysis.</p> <p>The following middle school CSAs are designated as backlogged facilities: Apopka MS, Chain of Lakes MS, Gotha MS, Meadow Woods MS and Walker MS.</p> <p>The utilization of these CSA's may not increase beyond its level of April 1, 2008, as designated in Figure 8 of the Data, Inventory and Analysis, and must achieve a LOS of 100% by 2017.</p>
High	<p>100% of Adjusted FISH Capacity by 2012.</p> <p>The interim LOS for backlogged facilities is shown in Figure 15 of the Public Schools Data, Inventory and Analysis.</p> <p>The following high schools CSAs are designated as backlogged facilities: Freedom HS and University HS.</p> <p>The utilization of these CSAs may not increase beyond their level of April 1, 2008 as designated in Figure 10 of the Data, Inventory, and Analysis, and must achieve a LOS of 100% by 2017.</p>

WINTER PARK FIVE YEAR CAPITAL IMPROVEMENT PLAN

The ~~format of the~~ Winter Park five year capital improvement plan is provided below and to provide a narrative description of the status of each program to provide an understanding of the status of previous projects, the status of currently committed and programmed improvements and the direction for committed projects in the time horizon beyond the current five year program. This section shall be updated annually, as part of the annual budget adoption ordinance, as also may be amended during each fiscal year.

CITY OF WINTER PARK SUMMARY OF CAPITAL ROJECTS

Description	Funding Source	Estimated 5 Yr. Cost	Schedule of Planned CIP Expenditures					Other Long-term Needs
			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
General Capital Projects	General Fund	11,854,421	2,495,784	2,206,110	2,357,337	2,331,020	2,464,171	-
	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
	Police Forfeiture Funds	112,730	77,730	35,000	-	-	-	-
	General Fund Reserves restricted for Building Code Enforcement	198,284	133,284	65,000	-	-	-	-
	Cemetery Trust Fund	625,000	-	-	-	-	625,000	-
	Grants/Fund Raising	2,500,000	2,500,000	-	-	-	-	170,000
	Parks Bond Issue	-	-	-	-	-	-	5,070,000
	General Obligation Bonds - Subject to Referendum	27,500,000	27,500,000	-	-	-	-	17,500,000
Stormwater Capital Projects	Stormwater Utility Fees	2,793,523	618,523	575,000	550,000	525,000	525,000	-
Community Redevelopment	Tax Increment Financing	3,946,937	784,176	1,040,000	790,000	575,648	757,113	-
Water and Sewer Fund	Water & Sewer Fees	7,530,000	1,453,333	1,476,667	1,510,000	1,533,333	1,556,667	-
	Sewer Impact Fees	1,451,000	1,125,000	250,000	76,000	-	-	-
	Water Impact Fees	3,549,000	1,125,000	-	224,000	1,250,000	950,000	-
	Prior Bond Proceeds (W&S)	1,986,146	986,146	1,000,000	-	-	-	-
	Surplus Project Funds	62,500	31,250	31,250	-	-	-	-
	Water & Sewer Reserves	3,208,356	-	1,192,000	466,356	300,000	1,250,000	-
Electric Services Fund	Electric Service Fees	21,725,503	4,029,771	4,438,500	4,397,320	4,418,966	4,440,946	-
	Prior Bond Proceeds (Electric)	450,000	450,000	-	-	-	-	-
Totals		89,868,400	43,384,997	12,384,527	10,446,013	11,008,968	12,643,896	22,740,000

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS**

Description	Funding Source	Estimated 5 Yr. Cost	Schedule of Planned CIP Expenditures				FY 2021	Other Long-term Needs
			FY 2017	FY 2018	FY 2019	FY 2020		
General Capital Projects	General Fund	11,854,421	2,495,784	2,206,110	2,357,337	2,331,020	2,464,171	-
	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
	Police Forfeiture Funds	112,730	77,730	35,000	-	-	-	-
	General Fund Reserves restricted for Building Code Enforcement	198,284	133,284	65,000	-	-	-	-
	Cemetery Trust Fund	625,000	-	-	-	-	625,000	-
	Grants/Fund Raising	2,500,000	2,500,000	-	-	-	-	170,000
	Parks Bond Issue	-	-	-	-	-	-	5,070,000
	General Obligation Bonds - Subject to Referendum	27,500,000	27,500,000	-	-	-	-	17,500,000
Stormwater Capital Projects	Stormwater Utility Fees	2,793,523	618,523	575,000	550,000	525,000	525,000	-
Community Redevelopment	Tax Increment Financing	3,946,937	784,176	1,040,000	790,000	575,648	757,113	-
Water and Sewer Fund	Water & Sewer Fees	7,530,000	1,453,333	1,476,667	1,510,000	1,533,333	1,556,667	-
	Sewer Impact Fees	1,451,000	1,125,000	250,000	76,000	-	-	-
	Water Impact Fees	3,549,000	1,125,000	-	224,000	1,250,000	950,000	-
	Prior Bond Proceeds (W&S)	1,986,146	986,146	1,000,000	-	-	-	-
	Surplus Project Funds	62,500	31,250	31,250	-	-	-	-
	Water & Sewer Reserves	3,208,356	-	1,192,000	466,356	300,000	1,250,000	-
Electric Services Fund	Electric Service Fees	21,725,503	4,029,771	4,438,500	4,397,320	4,418,966	4,440,946	-
	Prior Bond Proceeds (Electric)	450,000	450,000	-	-	-	-	-
Totals		89,868,400	43,384,997	12,384,527	10,446,013	11,008,968	12,643,896	22,740,000

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Other Long-term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	3,730,300	705,663	726,110	747,337	766,020	785,171	on-going
Public Works	Sidewalk, bikepath and curb repairs	General Fund	1,600,000	300,000	300,000	300,000	350,000	350,000	on-going
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning and painting) (75% General Fund, 25% Water and Sewer Fund)	General Fund	1,125,000	175,000	200,000	225,000	250,000	275,000	on-going
ITS	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	General Fund	640,000	100,000	120,000	130,000	140,000	150,000	on-going
Parks	General Parks Major Maintenance	General Fund	1,700,000	300,000	320,000	340,000	360,000	380,000	on-going
Parks	Mead Garden Master Plan Renovation	General Fund	100,000	100,000					
Parks	Central Park Maintenance/Restroom Building	General Fund	250,000			250,000			
Parks	Athletic Field and Tennis Center Lighting	General Fund	625,000	125,000	125,000	125,000	125,000	125,000	
		Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	
Parks	Pavilion Replacement (Ward (2) and Phelps)	General Fund	206,000	72,000				134,000	
Parks	Lake Baldwin Park Improvements	Grants/Fund Raising	-						170,000
Parks	Development of Northwest Sports Complex	Parks Bond Issue	-						5,070,000
Parks	Columbarium Section Palm Cemetery	Cemetery Trust Fund	500,000					500,000	
Parks	Expansion of Golf Maintenance/Cemeteries Building	General Fund	125,000					125,000	
		Cemetery Trust Fund	125,000					125,000	
Parks	Complete Restoration of Hard Courts Azalea Lane	General Fund	200,000		100,000	100,000			
Parks	Restroom MLK, Jr. Park	General Fund	200,000				200,000		
Public Works	Bicycle/pedestrian improvements plan	General Fund	375,000	75,000	75,000	75,000	75,000	75,000	on-going
Public Works	Install pedestrian signals and rebuild antiquated traffic signals at various locations throughout the city	General Fund	335,000	75,000	65,000	65,000	65,000	65,000	on-going
Public Works	Golf Course - Storage Building	General Fund	100,000		100,000				

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Other Long-term Needs
General	Enterprise Resource Program Software Replacement (ERP)	General Fund	543,121	468,121	75,000				
		Police Forfeiture Funds	112,730	77,730	35,000				
		General Fund Reserves restricted for Building Code Enforcement	198,284	133,284	65,000				
General	Construct new City Hall (50,000 square feet)	General Obligation Bonds - Subject to Referendum	-						12,500,000
General	City Hall Parking Garage (250 spaces at \$20,000 per space)	General Obligation Bonds - Subject to Referendum	-						5,000,000
General	Acquisition of the Post Office Property	TBD							TBD
General	New Library, Events Center, and Parking Garage	Grants/Fund Raising	2,500,000	2,500,000					
		General Obligation Bonds - Subject to Referendum	27,500,000	27,500,000					
Totals			43,165,435	32,781,798	2,381,110	2,432,337	2,406,020	3,164,171	22,740,000

Totals by Funding Source:

	5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Other Long-term Needs
General Fund	11,854,421	2,495,784	2,206,110	2,357,337	2,331,020	2,464,171	-
Tower Rental Revenues		375,000	75,000	75,000	75,000	75,000	-
Police Forfeiture Funds		112,730	77,730	35,000	-	-	-
General Fund Reserves restricted for Building Code Enforcement		198,284	133,284	65,000	-	-	-
Cemetery Trust Fund		625,000	-	-	-	625,000	-
Grants/Fund Raising		2,500,000	2,500,000	-	-	-	- 170,000
Parks Bond Issue		-	-	-	-	-	- 5,070,000
General Obligation Bonds - Subject to Referendum	27,500,000	27,500,000	-	-	-	-	- 17,500,000
	43,165,435	32,781,798	2,381,110	2,432,337	2,406,020	3,164,171	22,740,000

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
FISCAL YEAR 2016-2017**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Pavement Resurfacing	The City's pavement resurfacing program calls for the resurfacing of eight to nine miles of streets in the upcoming fiscal year. A pavement condition assessment identifies those streets in most need of resurfacing to prevent degradation of the road base.	Local option gas tax revenues	\$ 705,663	Investments in routine road repaving reduces the annual costs of road repairs.
Public Works	Sidewalk, Bikepath & Curb Repairs	Replacement of sidewalks, bikepaths and curbing where necessary for public safety	Local option gas tax revenues	\$ 300,000	No additional impact on operating budget
Public Works	Facility Replacement Account	This account will accumulate funds for the replacement of roofs, air conditioning, paint and flooring and other major capital expenditures for City's facilities.	General Fund - \$175,000 and Water and Sewer Fund - \$58,333	\$ 233,333	No additional impact on operating budget
Information Technology	Information Technology Upgrades	Upgrades to computers, networks, servers and phone systems. Also contains funding to continue the City facilities underground fiber network.	General Fund - \$100,000, Water & Sewer Fund - \$50,000 and Electric Services Fund - \$50,000	\$ 200,000	No additional impact on operating budget
Parks	Major Parks Maintenance Items	This funding is set aside for needed Parks Department capital equipment and facility maintenance and repairs.	General Fund	\$ 300,000	No additional impact on operating budget
Parks	Mead Garden Master Plan Renovation	Improvements to Mead Garden. This is an extension of funding to the original 5 year plan while Mead Gardens spends the next 9 months developing a revised 5 year master plan.	General Fund - \$100,000	\$ 100,000	\$85,000 additional funding allocated to budget through Operational Support
Parks	Athletic Field & Tennis Court Lighting	Replace athletic field lighting on baseball field #7, multipurpose field A, and softball fields #9 and #10 at Ward Park as well as tennis court lighting. This is a multi year project that was begun in FY 2011 and expected to end in FY 2019.	General Fund - \$125,000; Cell Tower Revenues - \$75,000	\$ 200,000	No additional impact on operating budget. Reduces maintenance on existing aging lighting stock.
Parks	Ward Park Pavilion	Replacement of an existing 40 year old pavilion. This pavilion is in a high visibility area with close proximity to nine ballfields and a handicapped accessible playground.	General Fund	\$ 72,000	No additional impact on operating budget

Function	Project	Project Description	Primary Funding Source	Amount	Operating Budgets
Public Works	Bicycle/Pedestrian Plan Improvements	Funding for this project will be used to create and promote a viable and safe pedestrian and bicycle-friendly infrastructure and promote these modes of transportation throughout the city.	General Fund	\$ 75,000	No additional impact on operating budget
Public Works	Pedestrian & Traffic Signal Upgrades	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections. Includes additional funding to expand wayfinding signage along Howell Branch Rd.	General Fund	\$ 75,000	No additional impact on operating budget
General	Enterprise Resource Program Software Replacement (ERP)	This project would replace the city's current enterprise operating software, purchased in the 1980s, with a modern software system. This change is necessary to continue to provide modern and efficient municipal services including transferring to a Windows based operating platform, online permitting and payment, automation of many manual tasks, functionality with mobile applications, and integration with GIS. Implementation is estimated to take 3 years and cost approximately \$2.3 million.	General Fund - \$468,121; Police Forfeiture Funds - \$77,730; General Fund Reserves Restricted for Building Code Enforcement - \$133,284; Stormwater Fees - \$18,523; CRA TIF - \$3,993; Water & Sewer Surplus Project Funds - \$31,250; Electric System Revenues - \$129,771	\$ 862,672	Once implemented, approximately \$230k annually, however the city currently pays about \$150k annually for ERP maintenance and related programs that would go away with the replacement. Further efficiency enhancements are also expected.
General	Library/Events Center/ Parking Garage	This project was approved by a voter referendum in March of 2016 authorizing up to \$30 million in voted debt service to finance construction. The project will include a 50k SF library, 9k SF events center, and 240 space parking garage. Design is expected to take place in fall of 2016 with construction commencing in 2017 and lasting 18 months.	General Obligation Bonds - \$30 million; Fund Raising - \$2.5 million	30,000,000	To be determined. Without a final design in place it is difficult to estimate future operational expenditures. Currently the city contributes about \$1.4 million for operational support and maintains the facility. Future ownership and operation of the events center and parking garage have not been decided but depending upon responsibility could greatly effect future operating costs. Staff estimates could put operational impact at \$200 - 500k annually but it is merely an estimate.

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
STORMWATER CAPITAL PROJECTS FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Public Works	Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	690,000	250,000	100,000	130,000	105,000	105,000
Public Works	Miscellaneous Land Locked Lakes Stormwater Retrofits	Stormwater Fees	55,000		55,000			
Public Works	Dixie Parkway - Outfall No. 3 - Stormwater Retrofit	Stormwater Fees	300,000	300,000				
Public Works	Seminole County Ditch Piping at Arbor Park Dr.	Stormwater Fees	400,000		400,000			
Public Works	GIS Mapping	Stormwater Fees	30,000	30,000				
Public Works	Stormwater Education Program	Stormwater Fees	100,000	20,000	20,000	20,000	20,000	20,000
Public Works	Stormwater Infrastructure Rehabilitation & Replacement	Stormwater Fees	400,000			400,000		
Public Works	Regional Pond Facilities	Stormwater Fees	800,000				400,000	400,000
General	Enterprise Resource Program Software Replacement	Stormwater Fees	18,523	18,523				
Totals			2,793,523	618,523	575,000	550,000	525,000	525,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Stormwater Fund Fiscal Year 2016-2017**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Stormwater drainage improvements	Most of the City's stormwater infrastructure is over sixty years old. Groundwater seepage into the stormwater system can compromise the water quality in the City's lakes.	Stormwater utility fee	\$ 250,000	No additional impact on operating budget
Public Works	GIS Mapping	The City's National Pollution Discharge Elimination System (NPDES) Permit requires inventory and mapping of its storm sewer	Stormwater utility fee	\$ 30,000	No additional impact on operating budget
Public Works	Stormwater Education Program	This project creates an educational path with signage along the north shoreline of Lake Virginia behind Rollins College. Signs will describe the existing local habitat and the importance of stormwater and lakes management for its protection.	Stormwater utility fee	\$ 20,000	No additional impact on operating budget
Public Works	Dixie Parkway - Outfall No. 3 - Stormwater Retrofit	The Dixie Parkway drainage basin is a 22 acre area located in the northwest section of the City limits and currently discharges untreated stormwater runoff directly into the west shoreline of Lake Maitland from a 30 inch outfall pipe. The project consists of the construction of an exfiltration system to treat one inch of stormwater runoff from the basin removing 85% of the nutrient load.	Stormwater utility fee	\$ 300,000	No additional impact on operating budget

**CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS
COMMUNITY REDEVELOPMENT AGENCY FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
General	Enterprise Resource Program Software Replacement (ERP)	TIF	3,993	3,993					
CRA	New York Streetscape Improvements	TIF	1,762,183	762,183	1,000,000				
CRA	17-92 / Webster Intersection	TIF	717,113					717,113	
CRA	17-92 / Fairbanks Intersection	TIF	1,285,648			750,000	535,648		
CRA	Small Scale CIP Improvements	TIF	178,000	18,000	40,000	40,000	40,000	40,000	
Totals			3,946,937	784,176	1,040,000	790,000	575,648	757,113	
			TIF	3,946,937	784,176	1,040,000	790,000	575,648	757,113

CITY OF WINTER PARK CAPITAL IMPROVEMENT PLAN
Fiscal Year 2016-2017

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
CRA	New York Streetscape Improvements	From Fairbanks to Canton Ave - Improvements to ROW, including curbs, roadways, hardscapes, furnishings, landscaping and irrigation, and RR crossings. Removes 'illegal' parking spaces and outlines parking through curb cuts and bulbouts. No net spaces lost.	Tax Increment Financing	\$ 762,183	This project is a one time expenditure and should not impact ongoing operational costs.
CRA	Small Scale CRA Improvements	Purpose of this fund is to include minor project expenditures that may be incurred throughout the year such as SunRail weekend ridership, district enhancements, or other small scale projects.	Tax Increment Financing	\$ 18,000	These projects would be one time expenditures and should not impact ongoing operational costs.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL ROJECTS
WATER AND WASTEWATER FUND**

				CIP				
Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Water and Sewer	Rehabilitation of defective sewer mains with heavy ground water infiltration	Water and Sewer Fees	1,050,000	250,000	200,000	200,000	200,000	200,000
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	475,000	75,000	100,000	100,000	100,000	100,000
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line	Water and Sewer Fees	1,450,000	250,000	300,000	300,000	300,000	300,000
Water and Sewer	Upgrade water mains - replacement of sub-standard water mains throughout the water distribution system.	Water and Sewer Fees	3,150,000	550,000	650,000	650,000	650,000	650,000
Water and Sewer	Replacement of asbestos cement sanitary force mains deteriorated by hydrogen sulfide gas	Water and Sewer Fees	90,000	-	-	20,000	30,000	40,000
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	620,000	220,000	100,000	100,000	100,000	100,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Reserves	1,550,000			-	300,000	1,250,000
		Water Impact Fees	2,350,000			150,000	1,250,000	950,000
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Prior Bond Proceeds	1,986,146	986,146	1,000,000	-	-	
		Water and Sewer Reserves	658,356		192,000	466,356	-	
Water and Sewer	Purchase Additional Sewer Capacity from Altamonte	Sewer Impact Fees	250,000	-	250,000	-	-	
Water and Sewer	Orange County Territory Restructure	Sewer Impact Fees	76,000		-	76,000	-	
		Water Impact Fees	74,000		-	74,000	-	
Water and Sewer	I-4 Ultimate Project (Expansion of Interstate)	Sewer Impact Fees	1,125,000	1,125,000				
		Water Impact Fees	1,125,000	1,125,000				
		Water and Sewer Reserves	1,000,000		1,000,000			

**CITY OF WINTER PARK
SUMMARY OF CAPITAL ROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	CIP				
				FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Water and Sewer Fees	320,000	50,000	60,000	65,000	70,000	75,000
General	Enterprise Resource Program Software Replacement (ERP)	Surplus Project Funds	62,500	31,250	31,250			
Public Works	Funding of facility replacement account for Public Works Complex items (flooring, roofing, air conditioning & paint) (75% General Fund, 25% Water and Sewer Fund)	Water and Sewer Fees	375,000	58,333	66,667	75,000	83,333	91,667
Totals			17,787,002	4,720,729	3,949,917	2,276,356	3,083,333	3,756,667

Totals by Funding Source:

Water and Sewer Fees	7,530,000	1,453,333	1,476,667	1,510,000	1,533,333	1,556,667
Water and Sewer Reserves	3,208,356	-	1,192,000	466,356	300,000	1,250,000
Sewer Impact Fees	1,451,000	1,125,000	250,000	76,000	-	-
Water Impact Fees	3,549,000	1,125,000	-	224,000	1,250,000	950,000
Surplus Project Funds	62,500	31,250	31,250	-	-	-
Prior Bond Proceeds	1,986,146	986,146	1,000,000	-	-	-
	17,787,002	4,720,729	3,949,917	2,276,356	3,083,333	3,756,667

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Water & Sewer
Fiscal Year 2016-2017**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Water and Sewer	Upgrade sanitary sewer mains	Defective sanitary sewer mains will be rehabilitated to decrease heavy ground water infiltration, in effect reducing the total flow to waste water facilities.	Water and Sewer Fees	\$ 250,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Rehabilitate sanitary sewer manholes	Sanitary sewer manholes deteriorated by hydrogen sulfide gas will be reconstructed. Repairing and restoring the structural integrity to the manholes will eliminate the possibility of collapse and groundwater infiltration, thus reducing flows and associated treatment costs.	Water and Sewer Fees	\$ 75,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Rehabilitate sanitary sewer mains - short liner installation	Rehabilitation of defective sanitary sewer mains with heavy ground water infiltration or structural deficiencies by internally inserting a short liner system.	Water and Sewer Fees	\$ 250,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Upgrade water mains	Water main upgrades consist of construction and upgrade of water mains and service lines to replace sub-standard water mains throughout the water distribution system. This work will improve water quality, flows and fire protection in the impacted areas.	Water and Sewer Fees	\$ 550,000	No additional impact on operating budget
Water and Sewer	Lift station upgrades	Replacement of "can" type lift stations close to failure with submersible "rail" type lift stations. Includes completing projects at stations 2 and 35.	Water and Sewer Fees	\$ 220,000	No additional impact on operating budget
Water and Sewer	Iron Bridge Regional Wastewater Treatment Facility	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	\$ 986,146	No additional impact on operating budget
Water and Sewer	I-4 Ultimate	This FDOT project to expand interstate 4 to six lanes will involve the removal and replacement of many sewer and water crossings owned by the utility. Final details of payment responsibility between the city and the state are still being developed but this project is expected to take a good amount of manpower and resources in FY17.	Sewer Impact Fees - \$1,125,000; Water Impact Fees - \$1,125,000	\$ 2,250,000	No additional impact on operating budget

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Electric Services	Routine Capital improvements including: undergrounding electric lines, renewals and replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	4,051,474	800,000	816,000	832,320	848,966	865,946
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	16,600,000	3,050,000	3,500,000	3,500,000	3,500,000	3,500,000
		Prior Bond Proceeds	900,000	450,000	-	-	-	-
General	Enterprise Resource Program Software Replacement (ERP)	Electric System Revenues	322,042	129,771	62,500			
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	290,000	50,000	60,000	65,000	70,000	75,000
Totals			25,240,516	4,479,771	4,438,500	4,397,320	4,418,966	4,440,946

Totals by Funding Source:

Prior Bond Proceeds	450,000	450,000	-	-	-	-
Electric System Revenues	21,725,503	4,029,771	4,438,500	4,397,320	4,418,966	4,440,946
	22,175,503	4,479,771	4,438,500	4,397,320	4,418,966	4,440,946

Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Electric Services Fiscal Year 2016-2017**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Electric Services	Routine Capital: annual electric system improvements	These improvements include undergrounding electric lines and other improvements to increase the reliability of the electric system.	Electric Service Fees	\$ 800,000	No impact on operating budget
Electric Services	Undergrounding Electric Utilities	This is part of an ongoing plan to underground electric utility lines over the next 8 - 10 years.	Electric Service Fees - \$3,050,000; Prior Bond Proceeds - \$450,000	\$ 3,500,000	As electric utilities are placed underground there will be less costs for trimming trees around power lines.

Potable Water

The City of Winter Park owns and operates three potable water production plants that serve the nine square miles of the city and the overall twenty-two square miles of the city's utility service area. These three water treatment facilities are the Swoope Avenue Water Treatment Plant, the University Boulevard Water Treatment Plant and the Magnolia Avenue Water Treatment Plant. Beginning in 2001 and ending in 2008, all three of these water plant facilities were completely rebuilt, modernized and have increased water production capacity. This water plant improvement project was a \$37 million dollar investment. As a result, the City's Capital Improvement Program does not include any major water plant improvement projects as that major effort has just been completed. Design capacity for these three interconnected water plants are 28.8 mgd. (Design capacity is based on maximum daily usage plus fire emergency) Available unused water production capacity in 2008 is 17.6 mgd. Available unused water production capacity in 2028 is projected at 16.6 mgd. This surplus capacity insures the availability of potable water for all growth/development throughout the entire utility service area plus emergency capacity for fire fighting capabilities.

However, despite that available capacity, the volume of groundwater available to the City's water system is limited by the levels established in the consumptive use permit issued by the St. Johns River Water Management District (SJRWMD). Current groundwater allocation is limited to 12.7 mgd by the SJRWMD in 2025. The consumptive use permit does not cover the planning period from 2026 to 2028. The City will apply for a renewal of the consumptive use permit prior to that time. The table below lists available capacity in groundwater supplies based on groundwater allocations authorized by the SJRWMD by year 2008 thru 2025 demands.

Current Available Capacity from Groundwater Sources

Year	Permitted Groundwater Withdrawal ¹	Average Daily Demand	
		Average Daily Flow ²	Available Capacity
	(mgd)	(mgd)	(mgd)
2008	11.9	11.2	0.7
2013	12.0	11.4	0.6
2018	12.2	11.4	0.8
2023	12.7	11.7	1.0
2025	12.7	11.9	0.8

Water Supply Plan

The St. Johns River Water Management District has determined that traditional water supply sources will not be sufficient to meet demands of the growing population and the needs of the east central Florida area. The Florida Legislature enacted bills in 2002, 2004 and 2005 to more effectively address the state's water supply situation by improving the coordination between local land use planning and water supply planning. In 2004, the Legislature amended Chapter 163 to give local governments until December 1, 2006, to prepare the 10-year water supply facilities work plans. The City's water supply plan is within the Public Facilities Element of this Comprehensive Plan.

The SJRWMD has identified alternative water supplies in the District Water Supply Plan 2005. For the City of Winter Park the St. Johns River near SR 46 and St. Johns River near Yankee Lake were identified as the best options. The City of Winter Park is currently working with the Seminole County and exploring the technical and institutional feasibility of developing the St. Johns River near Yankee Lake alternative.

The City's capital improvements plan shows the City's share of funding for the planning and design for the Yankee Lake Regional Water Source project. Funding is shown for FY 2009/FY2010/FY2011 combined at \$1,682,182. It is expected that significant additional design expenditures will be required for FY2012/FY 2013 but those amounts are not known at this time. Construction costs are estimated at \$44 million for the City's share to begin after fiscal year 2013.

Another component of the Water Supply Plan is the Automatic Meter Reading (AMR) project. This is a \$9 million dollar capital improvement project shown on the City's capital improvements plan as phased in over FY 2010/FY2011. The AMR system provides budget efficiencies in eliminating the meter reading personnel but the other attractive feature is that the AMR system continually transmits data on water consumption which is important in identifying leaks that occur in the system. Significant amounts of potable water are lost annually to leaks that are undiscovered by the property owners until they receive a huge monthly utility bill in the mail. The AMR system provides the ability to identify water system leaks to then facilitate quick repair and will be an important water conservation tool in the future to conserve potable water usage.

Waste Water or Sanitary Sewer

With the exception of the Winter Park Estates Waste Water plant, all wastewater or sanitary sewer flows are collected and pumped for treatment at plants owned and operated by the City of Orlando and the City of Altamonte Springs. The City of Winter Park through previous contractual agreements has purchased ample sewer treatment capacity for all the projected growth and development anticipated within both the nine square miles of the city and the twenty two square miles of the city's utility service area. The average annual flow for 2008 is 6.3 million gallons per day (mgd) and available sewer treatment capacity for city flows are 8.3 mgd. Projected sanitary sewer flows in 2028 are 7.0 million gpd again contrasted with treatment capacity purchased by the City totaling 8.3 mgd.

Upgrading/Rerating of the Iron Bridge Regional Treatment Plant

Due to the age of Orlando's Iron Bridge treatment plant, the City of Winter Park in partnership with Orlando and the other contributing jurisdictions need to make significant reinvestments in this treatment plant's infrastructure. These expenses are to maintain the existing capacity and not an increase in treatment capacity. The City's capital improvement plan shows \$2,873,272 in committed expenditures in FY 2009/FY2010/FY2011 for this project.

Additional Capacity from the City of Altamonte Springs

The City of Altamonte Springs has 5.483 mgd of excess sewer treatment capacity available for purchase. Only a small portion of the City's overall flow is sent to Altamonte Springs. The operational costs at Altamonte Springs are significantly less than at the City of Orlando plants. The City of Winter Park anticipates a capital improvement project to divert flow going to Orlando's iron Bridge treatment plant to Altamonte Springs. The savings in operational treatment costs may very well pay for this project over

time plus in would open up more capacity long term for growth and development. The City's capital improvement plan shows \$1.5 million in FY 2012/FY 2013 which includes the construction costs and purchase expense for that project.

Expansion of the Winter Park Estates Plant

The Winter Park Estates Water Reclamation Facility, owned by the City, is a sewer treatment plant utilizing spray irrigation of the treated effluent as disposal method onto golf courses and parks. That facility is permitted at 0.75 mgd but limited to 0.615 mgd due to wet weather storage limitations. Spray irrigation has the benefits of aquifer recharge and water conservation. As such, it is an important component of the City's consumptive use permit from SJRWMD. The City's desire is to expand the Winter Park Estates plant to 1.0 million gpd via plant improvements and by expanding the irrigation system to include adjacent residential neighborhoods. The City's capital improvements plan shows \$5 million over FY2009/FY2010/FY2011 for this project. By reducing the need for the use of potable water for irrigation this project also is a potable water conservation and aquifer recharge capital improvement project.

Fairbanks Avenue Sewer Extension

In order to encourage the redevelopment of the Fairbanks Avenue commercial corridor from I-4 to US 17-92, the City has committed to a \$2.8 million dollar sewer expansion project in FY 2009/FY 2010. This corridor, annexed by the City in 2003 is now entirely served by septic tanks. The availability of sanitary sewer, over time, will encourage redevelopment of this gateway corridor now composed of strip commercial, car lots and convenience stores into offices and restaurants that need sanitary sewer.

Recreation and Open Space

The City of Winter Park has adopted a level of service standard for park land of 10 acres per 1,000 residents. This is an ambitious standard, well above state and national standards, that reflects the importance of park and open spaces areas to the character and quality of the city. While state comprehensive plan regulations do not require the adoption of a park land level of service standard, the City of Winter park has voluntarily chosen to adopt such a level of service standard so that the quality of park land available to its residents is maintained along with the expected population growth.

The population increases that the City has experienced over the past 15 years have largely come from the annexation of existing neighborhoods adjacent to the city. The population projections for the city also are largely based upon the potential for annexations of some other adjacent residential neighborhoods in order to round off the city limits. There has been debate that these residents already use the city parks and thus there is not degradation of the level of service. However, the city remains committed to maintaining the 10 acres per 1,000 resident level of service standard.

Winter Park's population is currently at 28,486 which requires 284.86 acres to meet the required level of service. The current inventory indicates 296.45 acres of park and recreation land. Given the current calculation, the inventory shows an excess of 11.59 acres over the required 284.86, which translates to the capacity of an additional 1,159 residents in the City of Winter Park without compromising the necessary levels of service outlined in the Comprehensive Plan.

Recreation, Park and Open Space Acreage by Category			
Type	Number of Sites	Aeres	%
Special Purpose Parks & Facilities	2	46.97	16.0
Community Parks	8	177.75	60.0
• Gathering Places	3	55.04	33.6
• Recreation	3	97.99	18.9
• Lake Access	2	24.72	8.5
Neighborhood Parks	4	16.1	5.4
Mini Parks	35	14.90	5.0
Linear Recreation Area	1	3.30	1.1
Open Space	3	26.73	9.0
Lakes (Chelton, Knowles, Midget, Wilbar)	4	10.70	3.7
Totals:	53	296.45	100%

Future Park and Recreational Needs

The City's population is anticipated to increase by 6,014 residents between 2007 and 2028. As population increases, so too will the demand for parks and recreation facilities.

Winter Park Population Projections					
Year	2008	2013	2018	2023	2028
Total Permanent Population	28,486	30,000	31,500	33,000	34,500

~~Future Park Demands. The demand for future parkland is based upon two factors, the future population, and the LOS for parks. Winter Park's LOS for park land is 10 acres for each 1,000 residents. Based upon that LOS, the City has sufficient park land for a population of 29,645. As a result, additional park land will need to be acquired to meet the adopted LOS in 2013.~~

Projected Park Acreage Demands & Needs Based on Population Projections for Park & Recreation Acreage					
Year	Population	Proposed LOS (acres per 1,000 residents)	Existing Acreage	Acreage Needs (+ Surplus/ - Need)	Projected LOS (acres per 1,000 residents)
2008	28,486	10.0	296.45	+11.59	10.40
2013	30,000	10.0	296.45	-3.55	9.88
2018	31,500	10.0	296.45	-18.55	9.41
2023	33,000	10.0	296.45	-33.55	8.98
2028	34,500	10.0	296.45	-48.55	8.59

~~The City's capital improvement plan shows a significant expenditure of \$1.5 million to convert the existing tree farm property into a park facility more readily usable by the public. This does not affect the level of service standard, as this property is already included in the city's inventory but the improvement of this property into a park (vs. tree farm) will greatly enhance the usability of that 17 acre parcel for the city's residents.~~

~~The city's capital improvement plan does include \$500,000 in FY 2013 for the acquisition of additional park land in order to meet the expected needs of the anticipated population growth. Funding at that time and in the future years will be necessary to maintain the level of service standard if the expected annexations occur. Again the need for additional park land is largely dependent upon annexations increasing the city's population.~~

Drainage and Aquifer Recharge

The City of Winter Park has a storm water utility fee charged to all properties within the City. This fee funds ongoing drainage repairs and improvements, street sweeping for surface water quality (to reduce debris into the lakes) and our “Save our Lakes” program of capital water quality improvement projects. The storm water utility fee was established in 1990 and is an ongoing continual program of maintenance/repair and capital improvement (water quality and drainage) projects. The City Commission has established a policy of directing 40% (approx. \$672,000 annually) to capital improvement projects and the balance to ongoing operational expenses.

Storm Water Retrofits

Street debris (leaves/grass clippings, etc.) that are carried through the storm water drainage system during rain events are the major component that causes degradation to the surface water quality of the City’s lakes. As a result, reducing the volume of that street debris from entering the lakes is the primary focus of the “Save our Lakes” program of water quality and drainage capital improvements. The City’s capital improvements plan shows ongoing storm water retrofits during the five year timeframe to the storm water outfalls going into Lake Berry, Lake Sylvan, Lake Killarney, Lake Sue, Lake Osceola (at Alexander Place and Elizabeth Drive) and Lake Maitland (at Dixie Parkway).

Exfiltration within the Golf Course

The City just completed a major project on the third hole of City’s municipal golf course by diverting the street drainage from the adjacent streets into a large exfiltration pipe system buried below that portion of the golf course. Diverting these storm water flows reduces the amount of street debris into Lake Maitland and significantly enhances aquifer recharge potential. Additional funding is shown in FY 2012/2013 for the start of another similar project within the golf course area.

Transportation-Traffic Circulation Capital Improvement Projects

Winter Park's five year capital improvements program (CIP) contains significant financial obligations and commitments for full range of multi-modal transportation improvement projects that address both local needs and which work to assist in the implementation of the region's transportation and mobility strategy. A brief summary of these projects from current year out to future funding is as follows:

State/Federal/Local Committed Transportation Projects

Central Florida Commuter Rail

The Florida Department of Transportation (FDOT) intends to purchase 61.5 miles of the existing CSX right of way and freight tracks to construct and operate a commuter rail system that will serve Volusia, Seminole, Orange, and Osceola Counties. The City of Winter Park has agreed to participate in the commuter rail project and entered into an inter-local agreement with Orange County in August 2007 to facilitate a "kiss and ride" stop in downtown Winter Park in conjunction with the existing Amtrak station. The overall Commuter Rail project will be constructed in two phases. Phase I will be constructed along 31 miles of the tracks from Debary in Volusia County to Sand Lake Road in south Orange County. This phase will include 12 commuter rail stations, including the destination station at the existing Amtrak location in the City of Winter Park, and is expected to be in operation in late 2010. Phase II will connect the Sand Lake station to Poinciana in Osceola County and the Debary station to Deland in Volusia County. This phase expected to be in operation in 2013 will introduce another 30 miles of tracks and an additional 5 stations.

The overall project cost for Phase I is projected at \$357.2 million. Included in this overall project is \$3.75 million in federal funding earmarked for the City of Winter Park's commuter rail stop. This specific federal funding specified that no local match is required by the City although the City did spend \$125,000 on a citizen involvement and preliminary design process. One important component of the Winter Park rail stop project will be improvements for drop-off/pick-up and transit/bus service which is lacking given the minimal needs experienced at this current Amtrak station. This should greatly enhance ridership. Projected initial ridership at the Winter Park stop is 549 boardings per day.

Winter Park is currently estimated to generate 7% of the whole 61.5 mile system boardings (a boarding is considered a person embarking from for disembarking at the Winter Park station). The operations and maintenance portion of the O&M costs are based on these boardings and is projected to equate to \$504,000 after farebox revenues have been deducted. The fixed guideway bonds portion of the O&M is based on track miles within the city limits and this is projected to equate to \$486,000. Therefore, the total O&M for Winter Park is projected at \$990,000 for the initial year. However, since Orange County has agreed to pay 30% of Winter Park's O&M, this leaves \$693,000 remaining for Winter Park to pay beginning in 2017 or 2018 after the first 7 years of operation that FDOT has agreed to finance.

Operation and maintenance expenses for the first seven years of service are to be funded by Florida DOT. Following that time period, the participating local governments pick up the operational and maintenance expenses, as outlined above. The inter-local agreements expect that a dedicated funding source for those expenses will be forthcoming.

Federal/State Funded Committed Transportation Projects

Currently funded transportation improvement projects via Federal or State funding within the City of Winter Park include the following projects:

Fairbanks Avenue (SR 426) Pedestrian Improvements

To increase pedestrian safety and bicycle mobility along the 4.2 mile Fairbanks/Osceola/Aloma Avenues (SR 426) corridor, from U.S. 17-92/SR 15/600 to Lakemont Avenue, the City is implementing a \$1,000,000 program of pedestrian improvements including sidewalk ramping, removal of obstructions in the sidewalks (palm trees), lighting improvements and sidewalk repairs/expansions. This project is funded with federal dollars administered by FL DOT and included in the current FL DOT work program (Project ID 416368-1-58-01). The end result will be bike and pedestrian improvements along a heavily travelled state road corridor that is safer and more conducive to pedestrian and bicycle travel. In addition to these funds, the City's electric utility is currently engaged in a complimentary project to underground electric along 1.2 miles of this corridor that will result in the removal of utility poles and increased pedestrian and bicycle mobility and safety.

Fairbanks (SR 426)/Orange (SR 527)/Pennsylvania Avenue Intersection Improvements

To improve traffic flow and pedestrian mobility within this three-way intersection, the City is implementing a \$490,000 intersection improvement project. This project is funded with federal dollars administered by FL DOT and included in the current FL DOT work program (Project ID 416368-1-58-02). This project involves some reconfigurations to the intersection to eliminate times when local traffic on Pennsylvania Avenue cannot clear the intersection (due to turning vehicles) and then blocking traffic on the Fairbanks Avenue and Orange Avenue legs of the intersection. The project also involves new traffic signals and controllers to the FL DOT specifications and new pedestrian signals that are important as this intersection is ¼ mile from the OCPS (Ninth Grade Center).

State/Federal/Local Future Transportation Projects (not currently funded in the TIP)

Included in the 2025 Metroplan Orlando Area Transportation Study (OUATS) Financially Constrained Network and the OUATS Transportation Needs Network (Needs Plan) but not in the Transportation Improvement Program (TIP) are four traffic improvement projects, of which two are at the urging of the City of Winter Park to increase traffic capacity along U.S. 17-92/SR 15/600 and Lee Road (SR 423). Since they are not committed projects, they cannot be reflected in the City's CIP except as indicated as outside the five year plan. Except for Interstate Four, the policies of this Comprehensive Plan have also committed local funding participation in the following projects:

Interstate Four Expansion Project

Interstate Four (I-4) linking Daytona Beach to Tampa has 73 miles of its length through Central Florida. I-4 accommodates an average of 1.5 million trips daily in Osceola, Orange, Seminole and Volusia counties. Over the next few decades, FDOT will reconstruct those 73 miles of I-4 by expanding the road to six lanes and two HOV lanes. Right-of-way acquisition has already started in Central Florida. The City of Winter Park has 100 feet of I-4 within our city limits at the Fairbanks Avenue (SR426) intersection. Despite the minimal extent of I-4 within the City of Winter Park, this roadway on the city's

western border is the cornerstone of the region's transportation and mobility improvement strategy for Central Florida. It is estimated that the project cost will be approximately \$2 billion.

Aloma Avenue (SR 426) Widening Project

This project involves the expansion of Aloma Avenue from four lanes to six lanes from Lakemont Avenue to the Seminole County line. Approximately one mile of this roadway is within the city limits. At this time that project has been included by the MPO in the Metroplan Orlando Needs Network but not in the Financially Constrained Network, thus no dollar value has been assigned. Project timing is dependent upon the MPO. At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.

Lee Road Extension

The flow of traffic through intersection and the operation of intersection traffic signals are the primary functions that control the LOS and traffic capacity on all the state roads in the city. The City has two intersections in close proximity (660 feet) of each other at Lee Road (SR 423) and US 17-92/SR 15/600 and at Webster Avenue and US 17-92/SR 15/600 that are the major "choke" points restraining peak hour capacity particularly on US 17-92/SR 15/600. The Lee Road (SR 423) extension project would improve traffic flow on both Lee Road (SR 423) and US 17-92/SR 15/600 by extended Lee Road and eliminating the left hand turn movements onto Webster thereby increasing capacity on US 17-92/SR 15/600. The City has supported this project and Fl. DOT in support of this project has completed the preliminary design and engineering of the project. However, at this time that project of \$16 million has not been included by the MPO in the TIP but it is included in the Metroplan Orlando Financially Constrained Network and Needs Network. Thus, project timing is dependent upon the MPO. At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.

US 17-92/SR 600 Improvement Project

This project would widen the sidewalks along the US 17-92 corridor to enhance pedestrian bicycle mobility and safety plus eliminate and consolidate driveways thereby increasing traffic capacity. The City has supported this project and Fl. DOT has done preliminary engineering costing of the project. However, at this time that project has not been included by the MPO in the TIP but it is included in the Metroplan Orlando Financially Constrained Network and Needs Network. Thus, project timing is dependent upon the MPO. At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.

City of Winter Park Committed and Funded Transportation Projects

Denning Drive Traffic Signal Improvements

~~The City of Winter Park has begun and has programmed in the City's capital improvements plan, the upgrade of the traffic signals at the Denning Drive intersections with Canton Avenue, Webster Avenue and Morse Boulevard. Total project cost is \$375,000. The Canton Avenue intersection is complete. The project will continue at the other two intersections (\$250,000) with traffic signal/controller replacements and pedestrian signal additions. Adjacent to these intersections are the OCPS Vocational Education Center (Webster School), Center for Independent Living (handicapped/blind services housing), Winter Park Village, Valencia Community College and Lake Island Park. The end result will be better traffic signal timing/traffic flow as well as enhanced pedestrian mobility and safety.~~

Fairbanks Avenue (SR 426) Improvement Project (I 4 to U.S. 17 92)

~~The sanitary sewer component of the City's capital improvements plan includes the \$4.6 million dollar project to extend sanitary sewer along this corridor. While primarily a project to encourage redevelopment and improvement along this corridor, that subsequent redevelopment that will now be possible from the availability of sanitary sewer will be required to eliminate and consolidate driveways and to use mandatory rear common alley/driveway access to the adjacent side streets. This will increase traffic capacity and movement along this 1.5 mile length of this project. In addition, the City utilizing a combination of general fund revenue and assessments will also be undertaking traffic signal improvements and pedestrian/bicycle safety enhancements at an additional projected cost of \$2.8 million dollars.~~

US 17-92/SR 15/600 and Orange Avenue (SR 527) Intersection Improvement

~~The US 17-92/SR 15/600 and Orange Avenue (SR 527) intersection operates effectively at all times with "green" timing more than adequate for all straight thru traffic. However, at peak hours, the traffic engaged in the left turn movements from both sides of Orange Avenue (SR527) onto US 17-92/SR 15/600 cannot all clear the intersection due to insufficient stacking in the single turn lane configuration. Utilizing a combination of general fund and CRA revenue the City has planned a \$415,000 intersection improvement project to add an additional turn lane on both legs of Orange Avenue (SR 527) along with a traffic signal upgrade which will improve the LOS for this intersection.~~

Sidewalk/Pedestrian Improvements

~~As a recurring annual expenditure, the City's capital improvements plan reflects incremental pedestrian/sidewalk enhancements of the \$50,000 annually. These projects include ramping of curbs, sidewalks repairs and sidewalk extensions to accomplish greater pedestrian and bicycle mobility and safety.~~

CONCURRENCY MANAGEMENT SYSTEM

Introduction. In order to ensure that facilities and services needed to support development are available concurrent with the demands for and impacts of such development, state statutes require that Winter Park and all local governments adopt a concurrency management system. That concurrency management system and monitoring program is outlined in this section's text and within these goals, policies and objectives. This concurrency management system shall continue be part of the City's unified land development code. Thereafter, prior to the issuance of any building permit or development order, the concurrency management system regulations will require that the adopted level of service standards be achieved or maintained for the public facilities of roads, potable water, sanitary sewer, solid waste, drainage and parks and recreation. If this is not the case, the building permits or development orders will not be issued until such time as those adopted levels of service are achieved or maintained so that the public facilities necessary for growth and development will be available concurrently with the need for those public facilities. The City will utilize its capital improvements plan to organize a financially feasible plan to achieve and maintain the adopted level of service standards for these public facilities or the City will require the development generating the need for such facilities to provide the funding or construction. Otherwise, the City will impose and enforce a development moratorium until those service standards are achieved.

Availability of Public Services

Although land use acreage needs have been projected, the rate of development is essentially dependent upon the availability of services and facilities. This is the focus of the Florida Growth Management legislation enacted by Chapter 163, Florida Statutes.

The "concurrency" requirement states that a development order or permit on any project shall not be issued if the project will reduce the existing level of service below what is established in the Capital Improvements Element. In short, development will be prohibited unless adequate services are in place or are being put in place at the same time as the new development. According to the State's land planning agency, which is called the Department of Community Affairs (DCA), the necessary facilities and services must be under construction at the time the permits are issued, complete when the development occurs, funded in the budget, or guaranteed by a signed, binding contract for construction of the facilities. Winter Park will develop and adopt a Concurrency Management System to ensure that public facilities and services needed to support development are available concurrent with the impacts of such developments. The necessary services as defined by Chapter 9J-5, Florida Administrative Code, are water treatment, wastewater disposal, solid waste disposal, stormwater management, roads, transit, and recreation. Each of these services is detailed in their corresponding elements.

Concurrency Monitoring System

Implementation of a concurrency management system requires that the City continually monitor the existing levels of service so that available facility or service capacity can be known by City officials, property owners and the citizenry. One component of this concurrency monitoring system is updating and maintaining accurate records on facility usage so that the available capacity or deficiency can be measured and actions undertaken accordingly.

Winter Park is a substantially developed community and the City performs annual updates of population, building permits, traffic counts, and facility or service usage. The updated data allows the

~~City to gauge and plan for the timing of necessary public facility improvements. While all building permits and development orders are subject to concurrency management system requirements, there is also the need for this to be a component of all development proposals reviewed by the Planning and Zoning Commission and/or City Commission. Thus, all developments of over 10 residential units or over 10,000 square feet of non-residential construction that are subject to Commission review will also be evaluated based on their impacts upon public facility capacity or deficiency.~~

Concurrency Management System Goals, Objectives and Policies

GOAL CMS 1-1: TIMING OF THE AVAILABLE PUBLIC FACILITIES. Those public facilities or services necessary for growth and development as identified in 9j-5.0055(1)(a) shall be available concurrent with the need for or demand for those public facilities or services.

OBJECTIVE CMS 1-1: CONTINUE TO ENFORCE A CONCURRENCY MANAGEMENT SYSTEM. The City shall continue to enforce the adopted concurrency management system and concurrency monitoring system, as required to implement the portions of Chapter 163 Florida Statutes and Rule 9J5 F.A.C.

Policy CMS 1.1: Components of Concurrency Management System. The City shall continue to enforce the adopted concurrency management system which ensures that public facilities and services needed to support development are available concurrent with the impacts of such development. ~~and that concurrency management system shall provide, at a minimum, the following:~~

~~A. **Potable Water, Sanitary Sewer, Solid Waste, and Drainage.** For potable water, sanitary sewer, solid waste, and drainage, at a minimum the following standards shall be met to satisfy concurrency requirements:~~

- ~~1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or~~
- ~~2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]~~
- ~~3. At the time of the issuance of a building permit, the City shall verify with the Water and Wastewater Utility Department that adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy.~~

~~B. **Parks and Recreation.** For parks and recreation, at a minimum the following standards must be met to satisfy concurrency requirements.~~

- ~~1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or~~

- ~~2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and~~
 - ~~a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve a development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5 year schedule of capital improvements; or~~
 - ~~b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or~~
 - ~~c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]~~
- ~~C. **Roads.** For roads designated in the adopted plan, at a minimum, the following standards shall be met to satisfy concurrency management requirements, except as otherwise may be provided by the City pursuant to subsection D below which states alternative transportation concurrency programs that may be developed by the City pursuant to 9J-5.0055(4-9), FAC.~~
 - ~~1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or~~
 - ~~2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements.~~

~~The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five-year work program. The Capital Improvements Element must include the following policies:~~

- a. ~~The estimated date of commencement of actual construction and the estimated date of project completion.~~
- b. ~~A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or~~
3. ~~At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or~~
4. ~~At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]~~
5. ~~For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1. 4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]~~
6. ~~For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1. 4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]~~
7. ~~A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.~~
8. ~~At the time a development order is issued, deficiencies in roadway capacity are duly mitigated pursuant to a proportionate fair share agreement consistent with 163.3180 (16), F.S. In such case, the segment capacity increase reflected in the proportionate fair share agreement shall be available only to the parties of said agreement.~~

~~D. **Alternative Transportation Concurrency Management Programs.** Alternative transportation concurrency management programs may be adopted by the City pursuant to Rule 9J-5.0055(4-9) as below described in subsections (1-6):~~

- ~~1. **Long Term Transportation Concurrency Management Systems to Correct Existing Deficiencies.** To correct existing deficiencies in transportation facilities and to set priorities for reducing the backlog on transportation facilities, the City is authorized to adopt, as a part of the comprehensive plan, a long-term transportation concurrency management system with a planning period of up to 10 years that meets Rule 9J-5.0055(4)(a-e), FAC.~~
- ~~2. **Transportation Concurrency Management Areas.** The purpose of this optional alternative transportation concurrency approach is to promote infill development or redevelopment in selected portions of urban areas by supporting provision of more efficient mobility alternatives, including public transit. This coordinated approach to land use and transportation development may employ the use of an areawide level of service standard and an accommodation and management of traffic congestion. A transportation concurrency management area is a compact geographic area with existing or proposed multiple, viable alternative travel paths or modes for common trips. The approach must comply with Rule 9J-5.0055(5)(a-c), FAC.~~
- ~~3. **Transportation Concurrency Exception Areas.** The purpose of this flexible transportation concurrency option approach is to reduce the adverse impact transportation concurrency may have on urban infill development and redevelopment and the achievement of other goals and policies of the state comprehensive plan, such as promoting the development of public transportation. Under limited circumstances, it allows exceptions to the transportation concurrency requirement in specifically defined urban areas of a jurisdiction. The exceptions provide flexibility for concurrency management in order to encourage the application of a wide range of planning strategies that correspond with local circumstances of a specific geographic area. The exceptions apply to all land uses and development and types of facilities within expressly excepted areas. The City must specifically consider the impacts of the exception areas on the Florida Intrastate Highway System and the program must comply with Rule 9J-5.0055(6)(a-d), FAC.~~
- ~~4. **Concurrency Exception for Projects Promoting Public Transportation.** The purpose of this flexible transportation concurrency option is to reduce the adverse impact transportation concurrency may have on the promotion of public transportation including goals and policies of the state comprehensive plan. The City may exempt projects that promote public transportation as defined in Section 163.3164(28), F.S., by establishing in City comprehensive plan, guidelines and/or policies for the granting of such exceptions.~~

~~Those guidelines must demonstrate by supporting data and analysis, that consideration has been given to the impact of the projects on the Florida Interstate Highway System. The guidelines must establish how a project will qualify as a project that promotes public transportation and must comply with requirements of Rule 9J-5.0055(6)(a-d), FAC.~~

5. ~~**Concurrency Exception for Public Transit Facilities.** Public transit facilities, as described in Section 163.3180(4)(b), F.S., shall not be subject to the concurrency requirement.~~
 6. ~~**Private Contributions to City Capital Improvement Planning.** In order to exercise the option of issuing a development order or permit pursuant to Section 163.3180(11), F.S., the City must identify in the comprehensive plan a process for assessing, receiving, and applying a fair share of the cost of providing the transportation facilities necessary to serve the proposed development. The City's comprehensive plan may authorize multi-use developments of regional impact to satisfy the transportation concurrency requirement by payment of a proportionate share contribution consistent with Section 163.3180(12), F.S. The transportation facilities must be included in a financially feasible five-year Capital Improvement Schedule adopted pursuant to Rule 9J-5.016, F.A.C., of this chapter. The assessment shall have a reasonable relationship to the transportation impact that is generated by the proposed development.~~
- E. ~~**School Facilities.** By December 1, 2008, or pursuant to the schedule devised by the Florida Department of Community Affairs, the City shall execute an interlocal agreement with the Orange County School Board which shall include a means to implement school facility concurrency requirements. At a minimum the following school facility standards shall be met to satisfy the school concurrency requirement:~~
1. ~~For district wide concurrency service areas:

 - a. ~~At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or~~
 - b. ~~A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.~~~~
 2. ~~For less than district wide concurrency service areas: If public school concurrency is applied on less than a district wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district wide as defined in Section 163.3180(13)(e), F.S.~~

Policy CMS 1.2: Enforcing Concurrency Management through Development Orders, Building Permits, and Development Approvals and Denials. Development orders, building permits, development approvals, etc. including those for governmental and institutional uses will be issued subject to the condition that those required facilities and services sufficient to maintain adopted level of service standards will be in place when the impacts of development occur as detailed in Policy CMS 1.1.

~~If services and facilities sufficient to maintain adopted level of service standards are not in place when the impacts of development occur, development orders and permits will be denied.~~

~~Implementation of this policy shall not limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380; or development that has been issued a final local development order and development has commenced and is continuing in good faith; or development that has vested rights as determined by applicable case law determining vested rights.~~

~~Policy CMS 1.3: Concurrency Management and Land Development Regulations.~~ ~~The City's land development regulations will specifically list the application requirements for development permits that reflect the informational needs for the determination of concurrency, and application forms shall be developed accordingly.~~

~~Policy CMS 1.4: Continue to Maintain update Concurrency Management Tracking System.~~ ~~The City will maintain an inventory of existing public facilities. The inventory shall include capacities or deficiencies which identify the status of all public facilities and services with the adopted level of service standard in the comprehensive plan. The inventory shall continue to be updated by January 1st each year thereafter.~~

~~The inventory shall include the following items:~~

~~A. Traffic Circulation~~

- ~~1. Design capacity of different roadway types.~~
- ~~2. The existing level of service measured by the average annual number of trips per day on a roadway link trips as provided in counts taken by the Florida Department of Transportation, Orange County or the City of Winter Park.~~
- ~~3. The status of service degradation on those roads classified as constrained as or backlogged.~~
- ~~4. The adopted level of service standards for all roadway types.~~
- ~~5. The existing capacities or deficiencies of the roadway network.~~
- ~~6. The capacities reserved for approved but un-built development~~
- ~~7. The projected capacities or deficiencies due to approved but un-built development.~~
- ~~8. The improvements to be made to the roadway network in the current fiscal year pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.~~
- ~~9. The improvements to be made to the roadway network in the current fiscal year by the City, the County or the first three (3) years of the State of Florida Department of Transportation work program, or by any other public agency, and the impact of such improvements on the existing capacities or deficiencies.~~

~~B. Sanitary Sewer~~

- ~~1. The design capacity of the wastewater treatment facilities.~~
- ~~2. The existing level of service standards measured by the average number of gallons per day per unit based on the average flow experienced at the treatment plants and the total number of equivalent residential units within the service area.~~
- ~~3. The adopted level of service standards for average daily flows per equivalent residential unit.~~
- ~~4. The existing available capacity.~~
- ~~5. The capacities reserved for approved but un-built development.~~
- ~~6. The projected capacities or deficiencies due to approved but un-built development.~~
- ~~7. The improvements to be made to facilities in the current fiscal year pursuant to previous developed orders and the impact of such improvements on the existing capacities or deficiencies.~~
- ~~8. The improvements to be made to facilities in the current fiscal year by the county or other service provider and the impacts of such improvements on the existing capacities or deficiencies.~~

~~C. Potable Water~~

- ~~1. The design capacity of potable water treatment facilities.~~
- ~~2. The existing level of service measured by the average number of gallons per day per unit based on the average flow experience and the total number of equivalent residential units within the service area.~~
- ~~3. The adopted level of service standards for the potable water facilities.~~
- ~~4. The existing available capacities and/or deficiencies of the system.~~
- ~~5. The capacities reserved for development that building permits have been approved but where a certificate of occupancy has not been issued.~~
- ~~6. The improvements to be made to facilities in the current fiscal year pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.~~
- ~~7. The improvements to be made to facilities in the current fiscal year by the County of other service providers and the impact of such improvements on the existing capacities or deficiencies.~~

- ~~8. Water quality data and the relationship of water quality and to state and federal standards.~~

~~D. Solid Waste Disposal~~

- ~~1. The design capacity of the County's solid waste disposal facility.~~
- ~~2. The existing level of service measured by the adopted level of service standard for solid waste.~~
- ~~3. The adopted level of service standard for solid waste.~~
- ~~4. The capacities reserved for approved but unbuilt development of the City's pro-rata share of landfill capacity.~~
- ~~5. The projected capacities or deficiencies due to approved but unbuilt development.~~
- ~~6. The improvements to be made to the system in the current fiscal year pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.~~
- ~~7. The improvements to be made to the system in the current fiscal year by the county and the impact of such improvements on the existing capacities or deficiencies.~~

~~E. Stormwater Drainage~~

- ~~1. The existing level of service measured by the adopted level of service standard for storm drainage.~~
- ~~2. The adopted level of service standard for storm drainage.~~

~~F. Parks and Recreation~~

- ~~1. The existing acreage of activity-based and resource-based parks.~~
- ~~2. The existing level of service measured by the number of acres of activity-based and resource-based parks available per 1,000 residents of the incorporated area.~~
- ~~3. The adopted level of service standards for activity and resource-based parks.~~
- ~~4. The existing capacities or deficiencies of activity and resource-based park acreage.~~
- ~~5. The capacities reserved for approved but unbuilt development.~~
- ~~6. The projected deficiencies due to approved but unbuilt development.~~

- ~~7. The park acreage to be added to the inventory in the current fiscal year pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies. The park acreage to be added to the inventory in the current fiscal year by the City or County and the impact of such improvements on the existing capacities or deficiencies.~~

Policy CMS 1.5: Concurrency Assessment. When reviewing applications for such development orders, the City shall perform a Concurrency Assessment to ensure that public facilities are available concurrent with the impacts of the proposed development. To conduct the assessment, the Concurrency inventory shall be used as a base for the establishment of existing conditions. The capability of existing public facilities to service new development shall then be determined by using the adopted Level of Service Standards. Finally, a determination of concurrency shall be made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

Policy CMS 1.6: Concurrency Management Information Required Prior to Issuance of a Development Order. Prior to the issuance of a development order for a proposed new development the following shall be identified:

1. The impacts created by the proposed development;
2. Whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;
3. The facility improvements or additions that are required to ensure the finding of concurrency; and,
4. The entity responsible for the design and installation of all required facility improvements or additions.

Policy CMS 1.7: Required Timing of Development. All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases but the timing of each phase shall be specified in the development order or permit. If deemed necessary by the City, the development order or permit may prescribe a time schedule for the initiation of the various components of the development process such as, but not limited to, land clearing, filling, and foundation pouring.

CHAPTER 8: INTERGOVERNMENTAL COORDINATION ELEMENT

WINTER PARK RELATED VISION THEMES

Plan our growth through a collaborative process that protects our City's timeless scale and character.

Build and embrace our local institutions for lifelong learning and future generations.

~~**8-1: INTERGOVERNMENTAL COORDINATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.** This section stipulates goals, objectives, and implementing policies for the Intergovernmental Coordination Element pursuant to 163.3177 (6) (h), FS.~~

~~This Chapter (element) shows the relationships and states the principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of the school board, regional water supply authority, and other units of government. This section ensures coordination in establishing level of service standards for public facilities with state, regional or local entities having operational and maintenance responsibility for such facilities.~~

GOAL 8-1: PROVIDE FOR IMPROVED INTERGOVERNMENTAL COORDINATION. THE CITY OF WINTER PARK (CITY) SHALL UNDERTAKE ACTIONS NECESSARY TO ESTABLISH GOVERNMENTAL RELATIONSHIPS DESIGNED TO IMPROVE COORDINATION OF PUBLIC AND PRIVATE ENTITIES INVOLVED IN DEVELOPMENT ACTIVITIES, RESOURCE CONSERVATION, TRANSPORTATION AND GROWTH MANAGEMENT, INCLUDING THE ACHIEVEMENT OF CONSISTENCY AMONG ALL GOVERNMENT AGENCIES IMPLEMENTING PLANS AND PROGRAMS AFFECTING THE CITY.

OBJECTIVE 8-1.1: INTERGOVERNMENTAL COORDINATION ACTIVITIES. The City shall review, on an annual basis, actions it has taken to coordinate the Winter Park Comprehensive Plan, with the plans of other governmental entities and the ~~Orange County School Board (OCSB)~~ and shall continue to improve coordination activities with:

1. Government agencies having planning and impact assessment duties affecting the City.
2. Orange County School Board (OCSB).
3. Adjacent local governments including the City of Orlando, the City of Maitland, Town of Eatonville, Orange County, and Seminole County.
4. Orlando Metroplan (Metropolitan Planning Organization for Orlando urbanized area).
5. Central Florida Regional Transportation Authority (LYNX).
6. Florida Department of Transportation (FDOT) including the Central Florida Commuter Rail Commission.

The Water Supply Facilities Work Plan is adopted and incorporated into the Public Facilities Element.

Policy 8-1.1.1: Intergovernmental Coordination. The City Commission shall be responsible for ensuring an effective intergovernmental coordination program for Winter Park.

Policy 8-1.1.2: Transportation Issues. The City shall participate as a member on the technical advisory committees for Metroplan Orlando. Regional transit, including regional transportation

demand management activities and programs for the transportation disadvantaged, shall be coordinated through LYNX, and FDOT and the Central Florida Commuter Rail Commission. The City shall continue coordination with ~~the Florida Department of Transportation (FDOT)~~ regarding transportation planning and improvements for state and interstate roads within Winter Park as well as those outside the City that affect transportation and traffic circulation through and within Winter Park.

Policy 8-1.1.3: Wastewater and Water Treatment Issues. The City shall continue coordination with the City of Altamonte Springs, City of Maitland, the City of Orlando, City of Casselberry, Orange County and Seminole County regarding wastewater treatment capacities/reuse water supplies and service reserved through wholesale agreements.

The City shall identify partnerships with surrounding utilities such as Orange County, Orlando Utilities Commission, and Seminole County on regional traditional and alternative water supply development projects to provide wholesale water to the City of Winter Park.

The City shall continue coordination with the Florida Department of Environmental Protection (FDEP) regarding best management practices and operation requirements for the City's wastewater treatment and collection system as well as its potable water treatment and delivery system. The City shall continue to coordination with the St. Johns River Water Management District (SJRWD) regarding traditional and alternative water supply development projects.

Policy 8-1.1.4: Development and Growth Management Issues. The City shall coordinate with Orange County, Seminole County, the City of Maitland, the Town of Eatonville or the City of Orlando to mediate comprehensive planning, infrastructure, or other land use planning conflicts. If resolution cannot be accomplished in a timely manner with the adjacent government, the City shall pursue resolution of development and growth management ~~issues-disputes~~ with impacts transcending the City's political jurisdiction by participating in the conflict-dispute resolution forums-process sponsored-established by the East Central Florida Regional Planning Council (ECFRPC). Technical issues related to annexation shall be coordinated with Orange County and other public or private entities providing public services of mutual benefit to the City and County.

Policy 8-1.1.5: Coordination Activities for the Development Review Process. Development impacts that transcend the City's boundaries shall be coordinated with affected adjacent local governments through the exchange of development applications and associated plans when requested by an official for an adjacent government. The City shall continue to post meeting agendas for the City Commission and the Planning and Zoning ~~Commission-Board~~ on the City's website.

Policy 8-1.1.6: Access to the Comprehensive Plan. The City shall exchange comprehensive plans with the City of Maitland, the City of Orlando, Town of Eatonville, Orange County and Seminole County when requested by officials from those local governments.

Policy 8-1.1.7: Coordinate Development Impacts. The City shall continue to incorporate administrative procedures to ensure efficient coordination of development impacts proposed by development applications with all public entities having jurisdictional authority or providing community service impacts. Coordination mechanisms addressed by the administrative

procedures shall include coordination with government agencies responsible for water supply protection, school capacity, and transit service.

Policy 8-1.1.8: Coordination with Orange County School Board (OCSB). The City shall notify the OCSB when rezonings, Comprehensive Plan amendments and anticipated population adjustments could impact student enrollment and school facilities planning. This shall be done according to the adopted interlocal agreements regarding school facility planning, ~~and school capacity and concurrency~~. The City shall participate on the Orange County Public School (OCPS) Interlocal Planners Committee, which meets ~~monthly~~ as needed, to ensure effective collaborative planning. ~~The~~ OCSB issues a report to the City on an annual basis which states current and future school facility planning activities. The OCSB has the primary responsibility for coordination of all school facility, concurrency and capacity planning activities.

Policy 8-1.1.9: Cooperation with ECFRPC Planning Efforts. The City shall cooperate with the ECFRPC in the review of regional policies and standards that require coordination with local governments. The City shall coordinate with ECFRPC in all matters of regional significance in which the ECFRPC desires City input, including but not limited to, comprehensive plan review, intergovernmental coordination, and review of projects of regional significance.

OBJECTIVE 8-1.2: MANAGE AND COORDINATE FUTURE LAND USE DECISIONS. Land development activities, resource conservation, and infrastructure issues that transcend jurisdictional boundaries shall be managed to include timely coordination with county, regional, and state agencies having jurisdictional authority. Management of land and physical improvements identified on the Future Land Use Map (FLUM) will be regulated in order to protect or conserve natural systems, historic structures and archeological sites, locally significant plant species, soil conditions, vegetative communities, natural habitats, and waterbodies. Land use shall also be predicated on availability of manmade infrastructure and service systems required to support such activities. The Water Supply Facilities Work Plan is adopted and incorporated into the Public Facilities Element.

Policy 8-1.2.1: Development and Growth Management Issues. The City shall pursue resolution of development and growth management issues with impacts transcending the City's political jurisdiction. Issues of regional and state significance shall be coordinated where applicable with Orange County, Seminole County, the Orange County School Board, ECFRPC, St. Johns River Water Management District (SJRWMD), Metroplan Orlando, Florida Department of Environmental Protection (FDEP), or other state agencies having jurisdictional authority. Issues to be pursued may include but are not limited to the following:

1. Impacts of development proposed in the Winter Park Comprehensive Plan, in Orange County, the region, and the state.
2. Land development activities within Winter Park impacting unincorporated Orange County.
3. Land development activities within unincorporated Orange County, Seminole County, the City of Maitland, Town of Eatonville or the City of Orlando impacting the City.
4. Potential annexation issues.
5. Regional stormwater management master plans, proposed improvements, and implementing programs.
6. Solid waste disposal, including recycling.

7. Strategies for implementing the ~~Principles for Community~~ Complete Streets principles.
8. Level of service (LOS) standards or alternative programs thereto, for infrastructure systems impacting the City and adjacent areas.
9. Management of development impacts on natural resources including protecting and enhancing water quality, wetlands, trees, protecting endangered and threatened species, and preservation of other environmentally sensitive lands.
10. Conservation of historic resources.
11. Coordination with Orange County on emergency (and hurricane) preparedness plans, evacuation center space allocations, and post disaster recovery management plans.
12. Coordination with the Orange County School Board on school facility location and expansion, joint use of school facilities, co-locating community facilities with school facilities, school concurrency and capacity, and rezonings, Comprehensive Plan amendments and other actions that could result in alterations to the population projections. ~~The City shall also amend this Comprehensive Plan by April 2008 to include a Public School Facilities Element.~~

Policy 8-1.2.2: County Technical and Advisory Committees. The City shall participate in technical or advisory committees established by Orange County or Seminole County to coordinate comprehensive plans, infrastructure improvements, transportation plans, or other regional land planning issues affecting Winter Park.

Policy 8-1.2.3: North US 17/92 Joint Redevelopment Plan. The City shall continue to coordinate with the City of Maitland ~~regarding a joint land use and development plan to promote cohesive redevelopment along the section of US 17/92 straddling the two cities.~~

Policy 8-1.2.4: Coordination of Transportation Improvements and Programs. The City shall coordinate all transportation improvements proposed by new development with Metroplan Orlando, (FDOT), Florida Department of Economic Opportunity (FDEO) ~~Community Affairs (FDCA)~~, ECFRPC, Orange County, Seminole County and other state and regional agencies concerned with assessing traffic impacts of proposed development.

In addition, the City shall coordinate with Metroplan Orlando and FDOT to implement the City's long-range transportation plans as presented within the Transportation Element of this Comprehensive Plan.

Policy 8-1.2.5: Accommodate Intergovernmental Coordination. The City shall ensure that land development activities, resource conservation, and infrastructure issues are managed in a manner that includes timely coordination with county, regional, and state agencies. Where development activities require permits or approvals from Orange County, state or regional agencies or utility companies, the City shall assure that no construction or land clearing activity occurs until other agency approvals or permits have been obtained.

Policy 8-1.2.6: Water Supply Facilities Work Plan. The City will maintain the Water Supply Facilities Work Plan and update the Work Plan within 18 months of an update to the SJRWMD's District Water Supply Plan.

In addition, the City will participate in the development of updates to the SJRWMD's District Water Supply Plan and other water supply development related initiatives facilitated by the District that affect the City. The level of participation will be determined at the time of the initiative.

OBJECTIVE 8-1.3: COORDINATION FOR IMPLEMENTATION OF THE TRANSPORTATION ELEMENT. Successful implementation for the Transportation Element of the Winter Park Comprehensive Plan shall require coordination with and involvement by affected adjacent local governments, FDOT including the Central Florida Commuter Rail Commission and LYNX.

Policy 8-1.3.1: FDOT Agreements for ~~Community~~ Street Improvements. The City shall continue to discuss and negotiate with FDOT to establish interlocal agreements for the design and improvement of ~~Lee Road (SR 423) and Fairbanks Avenue (SR 426)~~ state roads according to best management principles and practices.

Policy 8-1.3.2: Transfer of Jurisdictional Authority ~~of Community Streets~~. The City shall continue to discuss with FDOT the feasibility of transferring jurisdictional authority for portions of Lee Road (SR 423), Osceola Avenue (SR 426), Brewer Avenue (SR 426), Aloma Avenue (SR 426) and Fairbanks Avenue (SR 426) located within Winter Park from the state to Winter Park administrative jurisdiction.

Policy 8-1.3.3: Cut-Through Traffic Issues—~~North Side~~. The City shall continue to discuss with ~~the City of Maitland~~ adjacent governmental potential entities potential solutions to address cut-through traffic impacting Winter Park neighborhoods, ~~in the area including the north side of Winter Park and the Sunnyside and Ridgewood neighborhoods of Maitland.~~

Policy 8-1.3.4: Alternatives to Concurrency Management. To more effectively implement the character purported by the Winter Park Comprehensive Plan, the City shall continue to coordinate with FDOT in assessing the feasibility of employing alternative growth management techniques to concurrency management, such as transportation concurrency exception areas or multimodal transportation districts for all or a portion of the City's jurisdiction.

Policy 8-1.3.5: Implementation of Bicycle Plans. The City shall continue to coordinate with the City of Orlando, City of Maitland, Town of Eatonville and Orange County regarding identification and construction costs to link bicycle routes, paths and trails in Winter Park with other regional systems. The City shall also coordinate bicycle system improvements necessary to complete internal and external links to regional bicycle trails connecting to adjacent cities and counties, ~~with the Bicycle/Pedestrian Advisory Committee of Metroplan Orlando.~~

OBJECTIVE 8-1.4: MULTI-JURISDICTIONAL AFFORDABLE HOUSING ISSUES. Recognizing that affordable housing is a local and regional planning issue, the City shall continue coordination with state and regional planning agencies regarding programs and opportunities to enhance the City's affordable housing program.

Policy 8-1.4.1: Coordination with ~~FDCA~~ Florida Department of Economic Opportunity (FDEO). The City shall annually coordinate with ~~FDCA to FDEO~~ to identify affordable housing programs and grants sponsored by FDCA. The City shall also coordinate with ~~FDCA-FDEO~~ regarding state recommended best management practices to promote affordable housing.

Policy 8-1.4.2: Coordination with Orange County Housing Assistance Programs. The City shall continue to coordinate with the Orange County Division of Housing and Community Development regarding housing assistance programs available to Winter Park residents. The City shall also coordinate with the Orange County Division of Housing and Community Development to discuss the potential to jointly participate in projects providing housing or homeownership for very low, low, and moderate-income households.

Policy 8-1.4.3: Coordination with ECFRPC Housing Programs. The City shall participate on any committee formed by the ECFRPC to address regional affordable housing issues. The City shall also annually coordinate with the ECFRPC regarding affordable housing programs and best management practices that may assist the City with the promotion of affordable housing.

OBJECTIVE 8-1.5: INTERGOVERNMENTAL COORDINATION OF INFRASTRUCTURE AND LEVEL OF SERVICE (LOS) STANDARDS. Infrastructure improvements and LOS standards shall be coordinated with plans and programs of Orange County, Seminole County, and all state, regional, or local agencies or other private entities having responsibility for the operation and maintenance of such facilities, to avoid duplication of services, provide efficient provision of public facilities and services, promote effective use of public tax revenues, and guide development according to the Winter Park Comprehensive Plan. The Water Supply Facilities Work Plan is adopted and incorporated into the Public Facilities Element.

Policy 8-1.5.1: Promote Compact Development. The City shall ensure that the location, scale, timing, and design of development are coordinated with available capacities in public facilities and services to encourage compact development, to discourage regional proliferation of urban sprawl and achieve cost effective land development patterns. The City shall direct future development only to those areas where public facilities necessary to meet LOS standards are available concurrent with the impacts of the development.

Policy 8-1.5.2: Achieving Equitable LOS Standards for Facility and Service Delivery Systems. Coordination activities pursuant to the Objectives and Policies in this Element shall include consideration for equitable LOS standards for facility and service delivery systems consistent with the provisions of this plan.

Policy 8-1.5.3: Capital Improvements Program Coordination. The City shall coordinate its annual capital improvements program with applicable Metroplan Orlando, Orange County, state, regional, and local annual capital improvements programs and five-year capital improvements schedules to promote consistency with the Winter Park Comprehensive Plan and improvements and programs supported therein.

Policy 8-1.5.4: Coordinate Reduction of On-site Septic Tanks. The City shall coordinate with FDEP and ~~FDC~~FDEO regarding best management practices and grant funds for the expansion of sewer lines to existing development served by on-site septic tanks, particularly for neighborhoods predominantly represented by very low, low, or moderate-income households.

OBJECTIVE 8-1.6: MULTI-JURISDICTIONAL ENVIRONMENTAL ISSUES. The City shall coordinate environmental protection activities, programs and issues identified within the Winter Park Comprehensive Plan with programs administered by FDEP, SJRWMD, and other environmental agencies

to eliminate duplication of services, augment protection of natural resources, and promote efficient administration and enforcement of government services and resources. The Water Supply Facilities Work Plan is adopted and incorporated into the Public Facilities Element.

Policy 8-1.6.1: Comply with Rules, Regulations, and Policies of State Environmental Agencies. The City shall implement development review procedures to ensure that development impacts on wetlands and natural resources under federal or state jurisdiction compliant with the rules, regulations, and policies of state environmental agencies, including FDEP, SJRWMD, Florida Fish and Wildlife Conservation Commission (FFWCC), and the US Army Corp of Engineers. The procedures shall be based on timely coordination, exchange of information, and appropriate follow-up by the City and all agencies having jurisdiction over the issue. The City shall require the applicant to obtain jurisdictional determinations from all appropriate agencies and provide the City with same prior to the issuance of development orders or building permits for all sites within the City. Appropriate agencies shall be those agencies having jurisdiction on matters surrounding preservation of natural resources and water quality, including, but not limited to, FFWCC, US Fish and Wildlife Service, FDEP, and the US Army Corp of Engineers.

Policy 8-1.6.2: Liaison with Permitting Agencies. The City shall establish formal liaison with county, state, and federal agencies that have permitting responsibility within Winter Park.

Policy 8-1.6.3: Management of Water Quality and Other Natural Resource Management Issues. To effectively manage development impacts on natural resources, the City shall coordinate with SJRWMD and FDEP regarding applicable programs and opportunities under the Surface Water Improvement and Management (SWIM), Save Our Rivers (SOR), Florida LakeWatch and other state or regional programs.

Policy 8-1.6.4: Water Quality in Lakes. The City shall continue to coordinate water quality monitoring programs between the Lakes Division of Public Works, and with the LAKEWATCH program sponsored by the State of Florida and administered by the University of Florida as well as special environmental studies through SJRWMD and FDEP.

Policy 8-1.6.5: Environmental Land Acquisition Programs. The City shall coordinate with FDEP, ~~FDCAF~~FDEO, SJRWMD and other state agencies when it has identified environmentally sensitive lands that are suitable for public acquisition for preservation.

Policy 8-1.6.6: Endangered and Threatened Species. The City shall coordinate with FFWCC and the Florida Natural Areas Inventory when endangered or threatened species are identified within the City or when substantial evidence of their presence is known. The City shall cooperate with such agencies regarding proposed activities to mitigate development impacts to wildlife habitat or to protect or relocate endangered and threatened species.

OBJECTIVE 8-1.7: INTEGRATION OF SCHOOL FACILITIES WITH CITY VISION. The City shall, throughout the planning period, coordinate with the Orange County School Board (OCSB) to jointly participate in the integration of school facility plans with the City's Vision. The City shall utilize the annual OCSB report to the City, ~~Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (Interlocal Agreement) and the adopted Public School Facilities Element of the Comprehensive Plan~~ as the primary tools to ensure coordination.

Policy 8-1.7.1: Joint Efforts to Plan School Facilities. Through the Interlocal Agreement, and through OCSB staff ~~and the Technical Advisory Committee~~, the City shall continue to coordinate school facility planning activities with the OCSB including co-locating schools to take advantage of joint/shared use opportunities, significant renovations and new construction, school site selection, on and off site infrastructure improvements and any educational plant survey.

Policy 8-1.7.2: Shared Use of Facilities. The City shall continue coordination with the OCSB regarding joint use of school recreation and athletic facilities for school-related and community use through interlocal agreements, City and OCSB staff, ~~and the Technical Advisory Committee.~~

Policy 8-1.7.3: Retention and Expansion of Schools. Retention and expansion of schools within the City shall be encouraged in a manner which efficiently uses existing campuses, integrates expansion with adjacent public, recreational and institutional uses, and reduces encroachment into surrounding neighborhoods.

Policy 8-1.7.4: School Siting. Schools shall be located at sites and in such ways that reinforce neighborhood identity, provide logical focal points for community activities, are within reasonable walking distance of the dwelling units served by the school, and promote community interaction.

Policy 8-1.7.5: School Location with Public Facilities. The City shall encourage and support efforts to locate schools in conjunction with other public facilities, such as parks, recreation facilities, libraries and community centers.

Policy 8-1.7.5: School attendance zones. The City shall coordinate OCSB's pupil attendance zone assignments with the OCSB.

OBJECTIVE 8-1.8: SCHOOL CAPACITY COORDINATION. The City of Winter Park shall, throughout the planning period, coordinate with Orange County Public Schools (OCPS) to ensure that sufficient school capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.

~~**Policy 8-1.8.1: Technical Advisory Committee Representative.** The City of Winter Park shall designate a representative to serve on the Orange County Public School (OCPS) Technical Advisory Committee to discuss issues and formulate recommendations regarding the coordination of land use and schools.~~

Policy 8-1.8.12: Provision of Planning Data. The City of Winter Park shall provide projected development data to OCPS on a regular basis to assist in development of a long-range planning model to project student enrollment.

~~**Policy 8-1.8.23: Model Projection Review and Recommendations.** As a member of the OCPS Technical Advisory Committee, t~~
Policy 8-1.8.23: Model Projection Review and Recommendations. The City of Winter Park shall review OCPS model projections for consistency with the City's projections and, if necessary, shall recommend additions or modifications to the model results.

Policy 8-1.8.3: Compliance with Agreement. The City shall comply with the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency adopted in ~~2008~~2011.

GOAL 8-2: MONITORING AND EVALUATION. THIS SECTION OUTLINES THE SUBSTANTIVE COMPONENTS OF WINTER PARK'S MONITORING PROGRAM RELATED TO THE INTERGOVERNMENTAL COORDINATION ELEMENT. THE MONITORING PROGRAM WILL CONSIST OF PERIODIC REVIEWS OF MEASURABLE OBJECTIVES. THE SCHEDULING FOR THESE REVIEWS IS AS FOLLOWS:

OBJECTIVE 8-2.1: PROCEDURES FOR MONITORING AND EVALUATION. The comprehensive planning process is continuous and dynamic in nature. Maintaining the effectiveness of the plan requires periodic review. This program, ~~required under 9J-5.005 (7), FAC,~~ provides orderly procedures for monitoring, updating, and evaluating the plan and attendant evaluation and appraisal report (EAR)(§163.3191, FS). For the purpose of monitoring, evaluating, and appraising the implementation of the comprehensive plan, a ~~five~~seven-year program for monitoring, updating and evaluation shall be followed. The following policies are general procedures to be followed.

Policy 8-2.1.1: Evaluation Periods. All elements of the Winter Park Comprehensive Plan shall be evaluated and updated as necessary at least every ~~five~~seven years. In addition to the general EAR, the Capital Improvements Element and ~~five~~seven-year schedule of capital improvements shall be reviewed on an annual basis in conjunction with the preparation and acceptance of the annual fiscal year budget.

Policy 8-2.1.2: Citizen Participation. The public shall continue to ~~carry out~~carry out a citizen participation process as part of the preparation of the EAR, at which time public comments and recommendations regarding the performance of the Winter Park Comprehensive Plan shall be received for consideration. To facilitate and encourage public involvement, the City shall establish a public hearing process as part of the preparation of any evaluation and appraisal of the Winter Park Comprehensive Plan.

Policy 8-2.1.3: Maintenance of Data. Updating appropriate baseline data and measurable objectives to be accomplished for each ~~five~~seven-year period of the plan, and for long-term periods as necessary, shall be undertaken at intervals appropriate to the subject area of analysis, but no less frequently than every five years. However, capital improvements data should be reviewed and updated at semiannual and annual periods coincident with the City budget review process; population estimates should be updated annually; utility systems capacity shall be annually monitored. Administrative procedures shall be adopted to define the local monitoring and data maintenance to be conducted.

Policy 8-2.1.4: Plan Accomplishments. Accomplishments in the first ~~five~~seven-year period, describing the degree to which the goals, objectives and policies have been successfully reached, shall be identified and reported to the Planning Commission and City Commission.

Policy 8-2.1.5: Obstacles to the Plan. Obstacles or problems that prevent the City from achieving goals, objectives, or policies shall be identified and reported. New or modified goals, objectives, or policies necessary to correct the discovered obstacles or problems shall be proposed to the Planning ~~Commission~~and Zoning Board and City Commission. When

amendments to the Comprehensive Plan are appropriate, the amendment process shall comply with procedures set forth in Chapter 163, Florida Statutes, and applicable section of the Florida Administrative Code.

Policy 8-2.1.6: Continued Monitoring and Evaluation. A means to ensure continuous monitoring and evaluation of the plan during the ~~five~~seven-year period shall be identified and reported.

CHAPTER 9: PUBLIC SCHOOLS FACILITIES ELEMENT

~~(Reference §9J-5.025, FAC)~~

GOAL 9-1: IMPLEMENT A COUNTY WIDE SCHOOL CONCURRENCY PROGRAM: THE CITY OF WINTER PARK SHALL ESTABLISH PLANS, REGULATIONS AND PROGRAMS, IN CONJUNCTION WITH ORANGE COUNTY PUBLIC SCHOOLS (OCPS) TO FACILITATE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE RESIDENTS, CONSISTENT WITH THE ADOPTED LEVEL OF SERVICE FOR PUBLIC SCHOOLS AND WITH STATE OF FLORIDA CONCURRENCY STATUTES AND REGULATIONS.

OBJECTIVE 9-1.1: LEVEL OF SERVICE STANDARDS. The City of Winter Park shall coordinate with OCPS to implement a Concurrency Management System that ensures adequate classroom capacity to accommodate the impacts of new residential development throughout the planning period.

Policy 9-1.1.1: The Concurrency Management System Shall Include Level of Service Standards. The Concurrency Management System shall include standards and procedures to ensure that new residential development complies with the Level of Service (LOS) Standards provided in the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (Interlocal Agreement) between OCPS and the City of Winter Park and the adopted Capital Improvements Element and Intergovernmental Coordination Element. The adopted LOS shall be used to determine the available capacity of Elementary, Middle and High Schools within the designated Concurrency Service Area (CSA) where the development is proposed.

~~In accordance with 9J-5.025(3)(c)7, F.A.C., t~~The adopted LOS standards except for backlogged facilities as provided in Capital Improvement Element (CIE) Policy 7-7.1 for the purposes of implementing school concurrency shall be:

- a. Elementary: 110% of Adjusted FISH using modified Middle School Attendance Zones as CSAs.
- b. K through 8: 110% of Adjusted FISH Capacity using K through 8 School Attendance Zones as CSAs.
- c. Middle: 100% of Adjusted FISH Capacity using Middle School Attendance Zones as CSAs.
- d. High, including ninth grade centers: 100% of Adjusted Fish Capacity using High School Attendance Zones as CSAs (Note: Adjusted FISH for high schools does not include in-slots).

A development shall be deemed to meet school concurrency if there is sufficient capacity in the CSA where the development is located or where sufficient capacity exists in one or more contiguous CSAs so long as the LOS in the adjacent zone does not exceed 95% of the LOS and the School District does not exceed 100% of capacity on a district wide basis for the school type. The evaluation of capacity in the adjacent CSAs will also take into account transportation costs and court-ordered desegregation plans. CSA boundaries are depicted in the support documents of the Public School Facilities Element.

Any changes or modifications to the adopted LOS shall follow the process and guidelines as

outlined in Section 13 of the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

Policy 9-1.1.2: Level of Service Achievement Deadlines. The adopted LOS ~~must be~~was achieved in all CSAs by April 1, 2012, except for deficient CSAs, where improvements needed to achieve adequate classroom capacity are specifically identified in the OCPS ten (10) year District Capital Outlay Plan (DCOP) for funding by April 1, 2017.

Policy 9-1.1.3: Cooperation to Achieve LOS Standards. The City shall support OCPS efforts to initiate any of the following strategies to ensure compliance with adopted LOS standard.

- a) Building new schools to relieve over capacity schools in CSAs that exceed the adopted LOS,
- b) Renovating over capacity schools to add permanent capacity and replace on campus portables,
- c) Rezoning students from over capacity schools to under capacity schools,
- d) Moving special programs from over capacity schools to under capacity schools to utilize excess permanent capacity where it exists.

Policy 9-1.1.4: Calculation of School Capacity. The City of Winter Park shall utilize the OCPS calculation of school capacity, which is determined annually by OCPS using the Adjusted FISH Capacity for each school and CSA within the school district. Adjusted FISH Capacity shall be defined as the Permanent FISH (Florida Inventory of School Houses) Capacity, adjusted to include the design capacity of modular (“in-slot”) schools, not to exceed the adopted Core Capacity for that school.

Policy 9-1.1.5: Calculation of Student Generation Rates. The number of students generated by a residential development shall be calculated by ~~multiplying the number of dwelling units by the student generation rates by school type as set forth in Table 12 of the Orange County Public Schools Facilities Data, Inventory and Analysis dated May 2, 2008, referring to the current OCPS impact fee study as may be amended from time to time.~~

Policy 9-1.1.6: Adoption of District Capital Outlay Plan. The City of Winter Park shall support OCPS efforts to meet adopted LOS standards through the adoption of a ten (10) year, financially feasible District Capital Outlay Plan (DCOP). Where the LOS cannot be achieved through the construction of new school capacity as provided in the five (5) year DCOP, the City of Winter Park shall cooperate with OCPS efforts to adopt a long range ten (10) year District Capital Outlay Plan as part of the School District’s annual capital planning process.

Policy 9-1.1.7: Conditions for Approval. Where adequate school facilities will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, or the functional equivalent, the City of Winter Park shall not deny an application for site plan approval, final subdivision approval, or the functional equivalent thereof, for any development, or phase of a development, that includes residential uses, based solely on failure to achieve and maintain the adopted LOS in a CSA.

Policy 9-1.1.8: Level of Service Annual Review. The City of Winter Park, in conjunction with OCPS, shall review LOS standards for public school facilities annually, and any changes to those

standards shall be processed as amendments to this element and the City's Capital Improvements Element.

Policy 9-1.1.9: Concurrency Management. The City of Winter Park will amend the Concurrency Management Regulations in its Land Development Code in order to implement school concurrency.

OBJECTIVE 9-1.2: SCHOOL CONCURRENCY SERVICE AREAS. OCPS, in conjunction with the City of Winter Park, shall adopt, and as necessary annually update, school Concurrency Service Areas (CSAs), which will be used to evaluate capacity of schools available to accommodate students generated by proposed development.

Policy 9-1.2.1: Concurrency Service Areas. OCPS, in coordination with Orange County, the City of Winter Park and other municipalities, has established CSAs that are less than district-wide. ~~The CSAs are depicted in the Public Schools Facility Element Data, Inventory and Analysis.~~ CSA maps are available from OCPS and the OCPS web site.

Policy 9-1.2.2: Concurrency Service Area Annual Review. CSAs shall be reviewed annually in conjunction with the OCPS adoption of an updated five (5) year and ten (10) year District Capital Outlay Plan (DCOP). CSA boundaries may be adjusted to ensure that the utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans, and other factors.

Policy 9-1.1.3: Concurrency Service Area Changes. Changes to the adopted CSAs shall follow the process as outlined in Section 14 of the Interlocal Agreement.

OBJECTIVE 9-1.3: JOINT PROCESS FOR IMPLEMENTATION. The City of Winter Park and OCPS shall develop and maintain throughout the planning period a joint process for the implementation of School Concurrency as provided for in the adopted Interlocal Agreement.

Policy 9-1.3.1: Determination of Sufficient Capacity. The City of Winter Park shall not approve a developer-initiated Comprehensive Plan amendment or rezoning that would increase residential density on property that is not otherwise vested until such time as OCPS has determined whether sufficient capacity will exist concurrent with the development or a capacity enhancement agreement is executed that provides for the needed capacity to accommodate the proposed development.

Policy 9-1.3.2: Determination of Vesting or Exemption. The City of Winter Park will determine if a development is vested or exempt from school concurrency. Unless the development is determined to be vested or exempt from concurrency, the City shall not approve a residential site plan, plat, or its functional equivalent, until a concurrency determination has been conducted by OCPS and a Concurrency Certificate (or similar instrument) has been issued for the development consistent with the provisions of the adopted Interlocal Agreement.

Policy 9-1.3.3: Conditions for Development of Regional Impact Exemption. School concurrency shall not apply to property within a development of regional impact (DRI) for which a Development Order was issued prior to July 1, 2005, or for which a DRI application was submitted

prior to May 1, 2005, unless the developer elects otherwise or unless the developer files a Notice of Proposed Change (NOPC) and/or Substantial Deviation to increase the total number of residential dwelling units.

Policy 9-1.3.4: Development of Regional Impact Review. For DRIs that include residential development and are submitted after July 1, 2005, the City of Winter Park shall include OCPS planning staff on the review team for the DRI, and shall ensure that DRI Development Orders, and DRI Development Order amendments that increase the total number of residential dwelling units, address the issue of school capacity. Where existing school capacity is exceeded, mitigation for school impacts shall be included in any mitigation agreements, Development Orders and agreements.

Policy 9-1.3.5: Determination of De Minimis Exemption. Any proposed development that creates an impact of less than one student shall be considered de minimis and therefore exempt from capacity review.

Policy 9-1.3.6: Exempt Residential Uses. Consistent with Section 16.2 of the Interlocal Agreement, the following residential uses shall be exempt from the requirement of school concurrency:

- a. Any proposed residential development considered de minimis as defined by PSFE Policy 9-1.3.5.
- b. One single-family house, one (1) duplex, and/or one accessory dwelling unit being developed on an existing platted residential lot of record.
- c. Any building or structure that has received a Building Permit as of the effective date of the Interlocal Agreement, or is described in section 163.3167(8), Florida Statutes.
- d. Any new residential development that has site plan approval for a site pursuant to a specific development order approved prior to the effective date of school concurrency, including the portion of any project that has received final subdivision plat approval as a residential subdivision into one (1) dwelling unit per lot.
- e. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (e.g. convert single-family to multi-family, etc.).
- f. Any age-restricted community that qualifies as one of the three types of communities designed for older persons as “housing for older persons” in the Housing for Older Persons Act, 42 U.S.C. § 3607(b). This exemption shall be applied in conformity with the principles set forth in *Volusia County v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d, 126 (Fla.2000). Provided, however, that any senior housing community or dwelling unit that loses its qualification as housing for older persons shall be required to meet applicable school concurrency requirement in effect at the time the qualification as housing for older persons is lost.
- g. Alterations or expansion of an existing dwelling unit where no additional dwelling units are created.
- h. The construction of accessory buildings or structures which will not create additional dwelling units.
- i. The replacement of a dwelling unit where no additional dwelling units are created and where the replacement dwelling unit is located on the same lot. If the type of

dwelling unit is different from the original dwelling unit type; the exemption shall be limited to an exemption based on the current student generation rate for the original dwelling unit type. Documentation of the existence of the original dwelling unit must be submitted to the concurrency management official.

- j. Developments of Regional Impact that have filed a complete application for a development order prior to May 1, 2005, or for which a development order was issued prior to July 1, 2005. This exemption shall expire upon withdrawal, denial, or expiration of the application for a development order. This exemption shall not apply where the developer files a Notice of proposed Change and/or Substantial Deviation (as provided in statute) to increase the number of residential units. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption of the development order upon expiration of the development order, or upon any material default of the school mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.
- k. The portion of any residential development that, prior to the effective date of school concurrency, is the subject of a binding and enforceable development agreement or Capacity Enhancement Agreement designated as a Capacity Commitment Agreement by resolution of the School Board; however, such exemption shall expire upon expiration of the development agreement, Capacity Enhancement Agreement, extension thereof, or upon any material default of the school impact mitigation conditions of such development agreement or Capacity Enhancement Agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.
- l. Any residential development with a letter from the applicable local government vesting it for purposes of complying with school concurrency, or which would be vested at common law for purposes of such concurrency requirement implemented by this agreement, provided that the School Board may contest a vested rights determination as provided in the Land Development Regulations of an applicable local government.
- m. Group living facilities that do not generate students and including residential facilities such as local jails, prisons, hospitals, bed and breakfasts, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse sleeping quarters, dormitory-type facilities for post-secondary students, and religious non-youth facilities, regardless of whether such facilities may be classified as residential uses.

OBJECTIVE 9-1.4: ADEQUATE SCHOOL CAPACITY. Upon completion of an OCPS Concurrency Review, a development that fails to meet school concurrency may be postponed until adequate public school capacity is created through the construction of new schools or any combination of the methods specified in Policy 9-1.1.3. As an alternative, the impact of a development may be mitigated by making a Proportionate Share contribution consistent with OCPS policy.

Policy 9-1.4.1: Determination of Sufficient Capacity in the CSA or contiguous CSA. A development shall be deemed to meet concurrency if there is sufficient capacity in the CSA where the development is located or where sufficient capacity exists in one or more contiguous CSAs, so long as the LOS in the adjacent zone does not exceed 95% of the Adjusted FISH Capacity, or

when the LOS for the specific school type when considered countywide does not exceed 100% of the Adjusted FISH Capacity, and approval of the Development does not result in a violation of a court ordered desegregation order.

Policy 9-1.4.2: Proportionate Share Calculation: Proportionate share, when used for mitigation, shall be calculated based on the number of elementary, middle and high school students generated by the development at build-out. As provided for in the Interlocal Agreement, proportionate share shall be calculated based on reasonable methods of estimating cost of school construction, including the cost of land, equipment, and school buses. Any proportionate share mitigation must be directed by OCPS to a school capacity improvement identified in the capital improvement schedule in the financially feasible five (5) year district work plan of the District Facilities Work Program, and in Winter Park's Capital Improvement Element to maintain financial feasibility based upon the adopted LOS standards. If a school capacity improvement does not exist in the District Facilities Work Plan, OCPS may in its sole discretion, add a school capacity improvement to mitigate the impacts from a proposed residential development, so long as the financial feasibility of the District Facilities Work Plan Program can be maintained and so long as the City agrees to amend its Capital Improvements Element to include the new school capacity improvement.

Policy 9-1.4.3: Proportionate Share Options. Proportionate Share mitigation may include payments of money, construction of schools, donations of land, expansion of permanent capacity of existing school campuses, payment of funds necessary to advance schools contained in the ten (10) year DCOP, establishment of charter schools that meet State Requirements for Educational Facilities (SREF) standards, payments into mitigation banks, establishment of an Educational Facilities Benefit District, Community Development District, or other methods identified in Section 17.6(b) of the Interlocal Agreement as may be negotiated between the developer and OCPS and, as appropriate, the City of Winter Park.

Policy 9-1.4.4: Proportionate Share School Impact Fee Credits. Any of the Proportionate Share options set forth in Policy 9-1.4.3 that are utilized by developers as mitigation are eligible for school impact fee credits as provided for in Florida Statutes.

GOAL 9-2: MAINTAIN A HIGH QUALITY EDUCATIONAL SYSTEM FOR THE CURRENT AND FUTURE RESIDENTS OF THE CITY OF WINTER PARK THROUGH COORDINATED EFFORTS BETWEEN THE CITY, ORANGE COUNTY AND ORANGE COUNTY PUBLIC SCHOOLS (OCPS), AS PROVIDED IN THE ADOPTED INTERLOCAL AGREEMENT.

OBJECTIVE 9-2.1: PLANNING COORDINATION. The City of Winter Park shall coordinate and cooperate with OCPS throughout the planning period to review and maintain policies and procedures to ensure consistency with the adopted Comprehensive Plan.

Policy 9-2.1.1: ~~Technical Advisory~~ Interlocal Planners Committee Establishment. Pursuant to the Interlocal Agreement, an Interlocal Planners ~~Technical Advisory~~ Committee comprised of representatives from the City of Winter Park, other Orange County Municipalities, Orange County, OCPS and the East Central Florida Regional Planning Council shall be established to discuss issues of mutual concern. In accordance with the Interlocal Agreement, OCPS shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions.

Policy 9-2.1.2: Interlocal Planners ~~Technical Advisory Committee~~ Responsibilities. The OCPS Interlocal Planners ~~Technical Advisory Committee~~ shall meet quarterly, or as needed, to discuss issues and formulate recommendations regarding coordination of land use and school facilities. Specific areas addressed by the committee shall include, but shall not be limited to:

- a) Short and long-range planning, population and student projections, and future development trends;
- b) Co-location and joint-use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access to schools;
- c) Planning for needed supporting infrastructure for schools such as utilities, roads, sidewalks, etc.;
- d) The need for new schools to meet the adopted LOS within the adopted CSAs and the coordination of annual revisions to the ten (10) year District Capital Outlay Plan (DCOP) and
- e) Update of the DCOP for inclusion into the City of Winter Park's Comprehensive Plan.

Policy 9-2.1.3: Development Update. The City of Winter Park shall provide an update of residential dwelling unit and population projections including approved residential developments, phases of residential development and estimated build-out by phase to the OCPS Planning Department on a biannual basis.

Policy 9-2.1.4: Annual Future Enrollment and Growth Projection Review. The City of Winter Park shall review OCPS generated future enrollment and growth projections on an annual basis and provide input to the OCPS Planning Department.

OBJECTIVE 9-2.2: PUBLIC SCHOOL FACILITY COORDINATION. City of Winter Park and OCPS shall, throughout the planning period, coordinate the siting of new public schools to ensure public school facilities are located to address the needs of future residential development, are coordinated with necessary services and infrastructure development, provide for safe learning environments, are consistent with the City of Winter Park's adopted Future Land Use Map and with the other provisions of the Comprehensive Plan.

Policy 9-2.2.1: Public School Site Priority Status. Applications for Future Land Use Map amendments, rezonings, conditional use/special exceptions and site plans for schools shall be given priority status. OCPS shall not be required to pay application fees or impact fees for the development of public school facilities, provided, however, OCPS shall not be exempt from payment of capital connection fees for water and wastewater.

Policy 9-2.2.2: School Site Protection. The City of Winter Park shall protect existing schools from the intrusion of incompatible land uses through the development review process. Likewise, the city shall provide protection to existing residential neighborhoods through the development review process as new schools and school renovations and/or expansions are proposed.

Policy 9-2.2.3: School Site Compatibility and Design Review. In an effort to enhance local communities and neighborhoods, the City of Winter Park will participate with OCPS in the school siting, design and development process so that the school serves as a focal point for the community and is compatible with the Future Land Use Map and with land uses surrounding proposed school sites.

Policy 9-2.2.4: Co-location of School Sites with Public Facilities. Where feasible, OCPS and the City of Winter Park shall work jointly to co-locate public facilities such as parks, libraries, and community centers with public schools. Where such co-location occurs, both entities shall establish an ongoing management relationship via written agreement that permits the school's use of the public facilities and the public's use of school facilities for community meetings and sports activities.

Policy 9-2.2.5: Public Schools and Pedestrian and Bicycle Connectivity. In accordance with Section 1006.23, Florida Statutes, and as funding permits, the City of Winter Park shall provide construction of sidewalks along roadways and trails connecting neighborhoods that are within two miles of school facilities. OCPS shall be responsible for the construction of sidewalks and trails on school property and shall provide connections to existing and future sidewalks and trails identified by the City of Winter Park.

Policy 9-2.2.6: Safe Road Access to Schools. OCPS and the City of Winter Park will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and where appropriate will enter into a written agreement as to the timing, location and the parties responsible for constructing, operating and maintaining the improvement.

Policy 9-2.2.7: Public School as Emergency Shelters. OCPS shall coordinate with the City of Winter Park in the construction of new public school facilities and in rehabilitation of existing public school facilities to serve as emergency shelters as required by Section 1013.372, Florida Statutes.

GOAL 9-3: WORK WITH ORANGE COUNTY PUBLIC SCHOOLS TO DEVELOP A FINANCIALLY FEASIBLE TEN (10) YEAR DISTRICT CAPITAL OUTLAY PLAN (DCOP) AND CONSISTENT COMPREHENSIVE PLAN PUBLIC SCHOOL FACILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT.

OBJECTIVE 9-3.1: PUBLIC SCHOOLS DISTRICT CAPITAL OUTLAY PLAN COORDINATION. Prior to June 1st of each year, Orange County Public Schools (OCPS) shall coordinate with the City of Winter Park to develop a financially feasible ten (10) year District Capital Outlay Plan (DCOP) for review and approval by the OCPS Board and adoption into the Capital Improvement Element for the City.

Policy 9-3.1: Address Capacity Increases. The ten (10) year DCOP shall include all capital projects which increase capacity of public schools within the City of Winter Park and address the deficiencies necessary to maintain or improve LOS.

Policy 9-3.2; Inclusion of the District Capital Outlay Plan in Updates. The City of Winter Park shall include the ten (10) year DCOP in the annual update of the Comprehensive Plan CIE.

Policy 9-3.3: Annual Review. The City of Winter Park shall coordinate with OCPS to review and update the adopted Concurrency Service Area boundaries, and associated enrollment projections in the annual update of the Public Schools Facilities Element and Capital

Improvements Element (CIE) to ensure that the CIE continues to be financially feasible and that the adopted LOS will continue to be achieved.

Policy 9-3.4: District Capital Outlay Plan and Level of Service Standards. The City of Winter Park shall coordinate with OCPS by reviewing and providing input into the annual update of the ten (10) year DCOP. Such coordination may include the review and update of adopted CSA boundaries, student enrollment projections and LOS for each school and CSA within the City.

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~~**Policy 9-3.5: Concurrency Management System for Backlogged Areas.** In accordance with F.S. 163.3180 (9)(a), the City of Winter Park adopts a long term school concurrency management system for the 2008-2008 through 2018-2018 ten (10) year planning period for area where significant backlog exists.~~

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~~Public School Facilities Map Series:~~

~~Map 9-1: OCPS Elementary School Locations and Attendance Zone Map~~

~~Map 9-2: OCPS Middle School Locations and Attendance Zone Map~~

~~Map 9-3: OCPS High School Locations and Attendance Zone Map~~

~~Map 9-4: OCPS Future Elementary School locations in 10-Year CIP and projected LOS by Elementary School CSA, 2011-12~~

~~Map 9-5: OCPS Future Middle School locations in 10-Year CIP and projected LOS by Middle School CSA, 2011-12~~

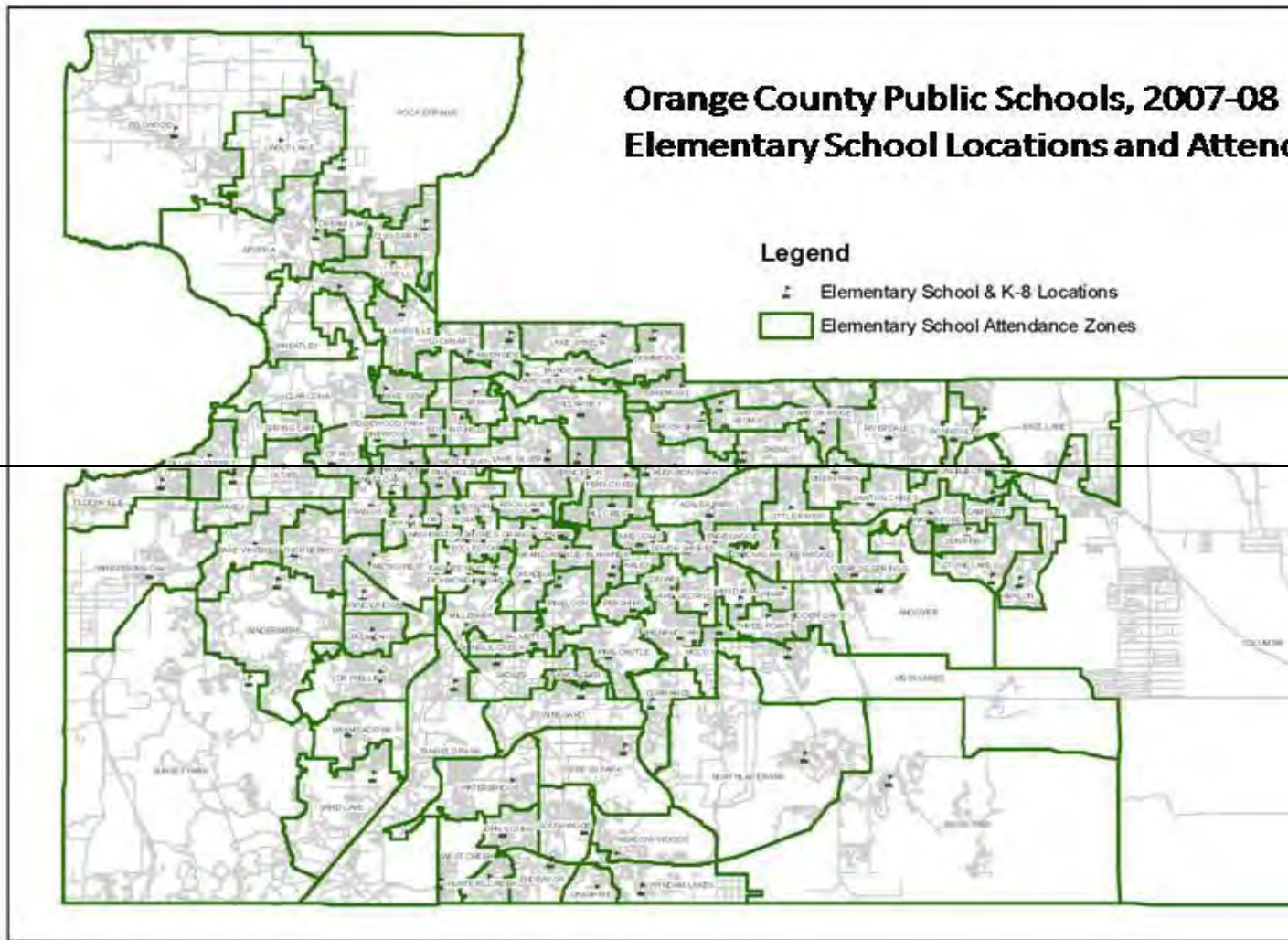
~~Map 9-6: OCPS Future High School locations in 5-Year CIP and projected LOS by High School CSA, 2011-12~~

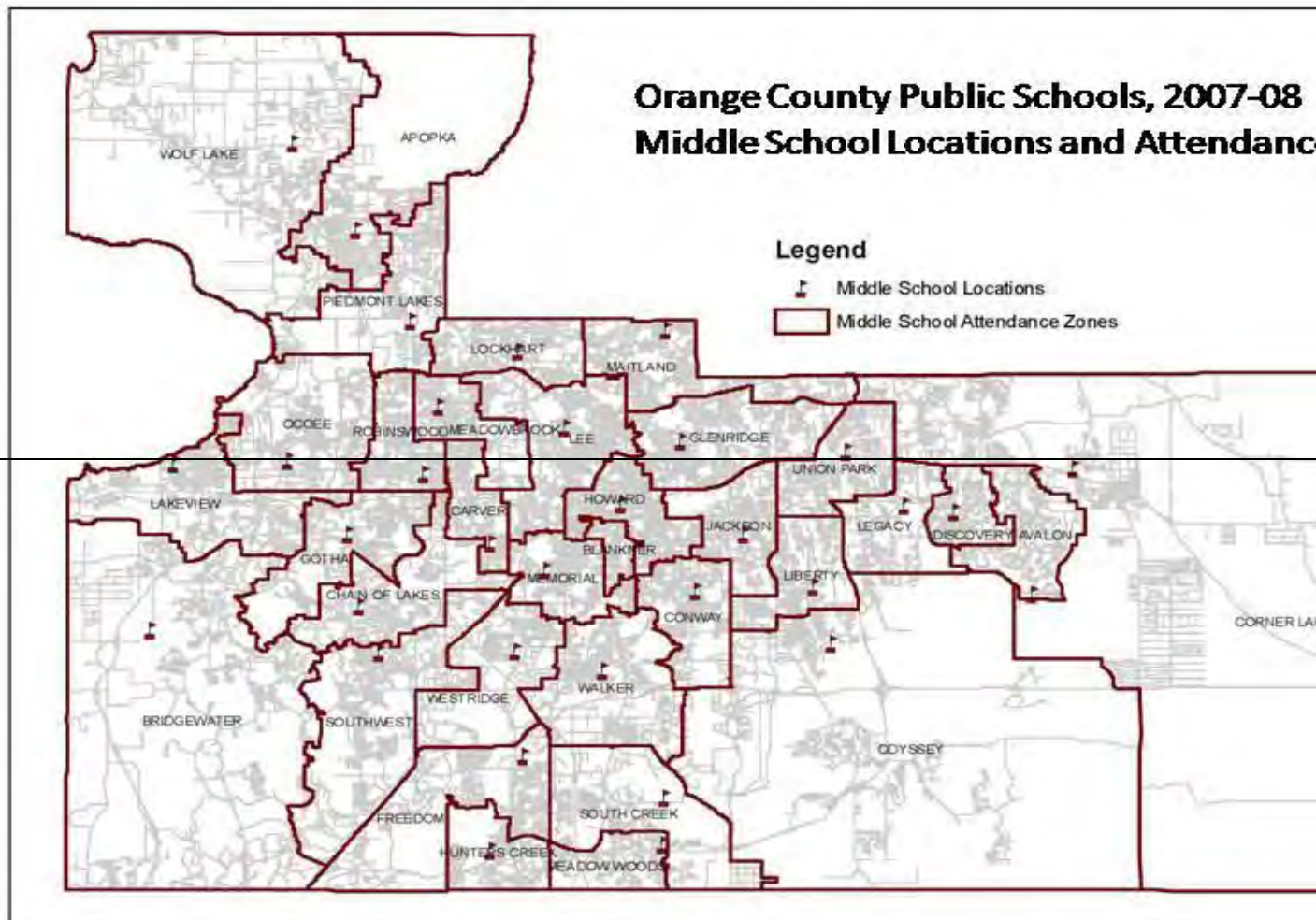
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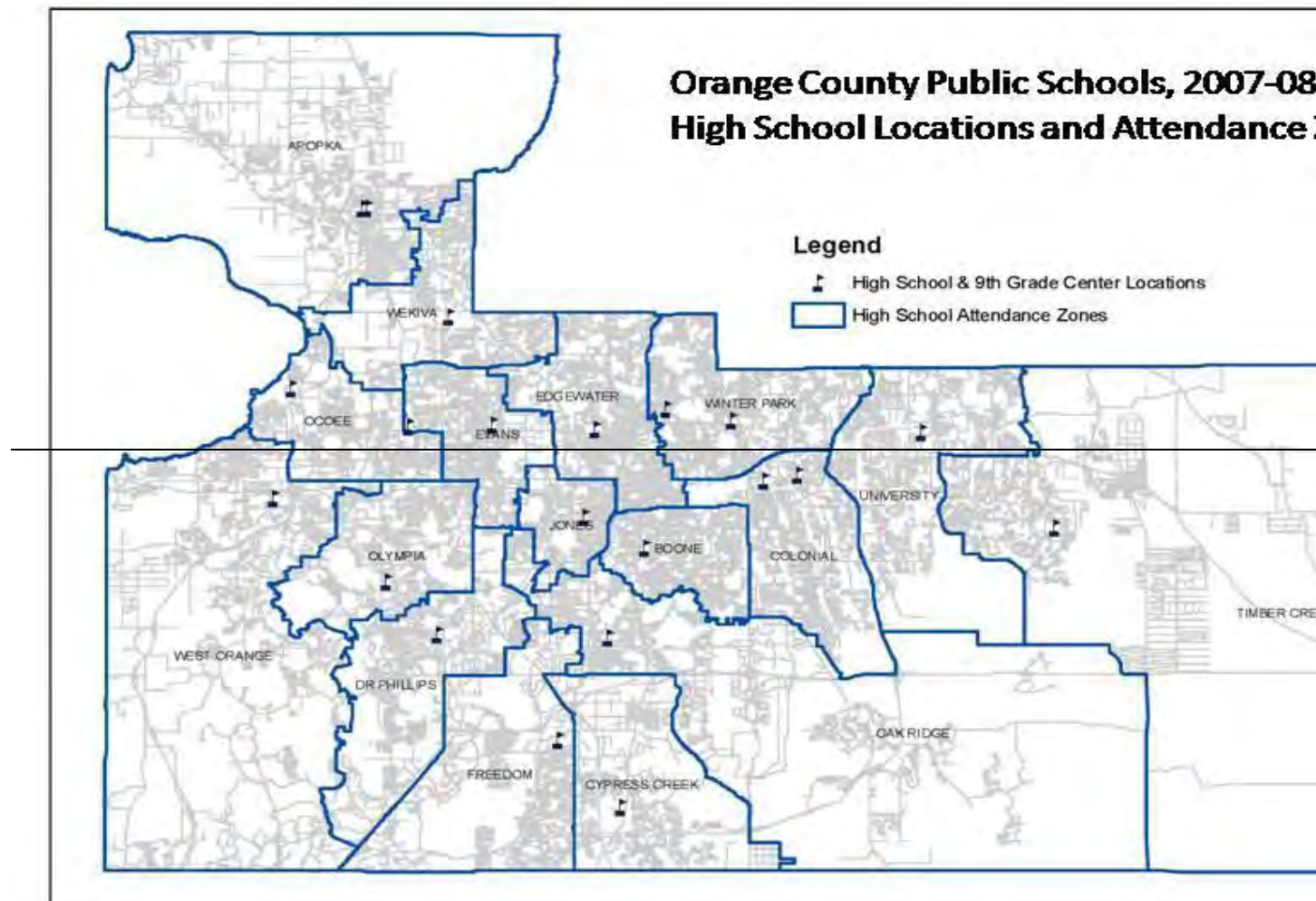
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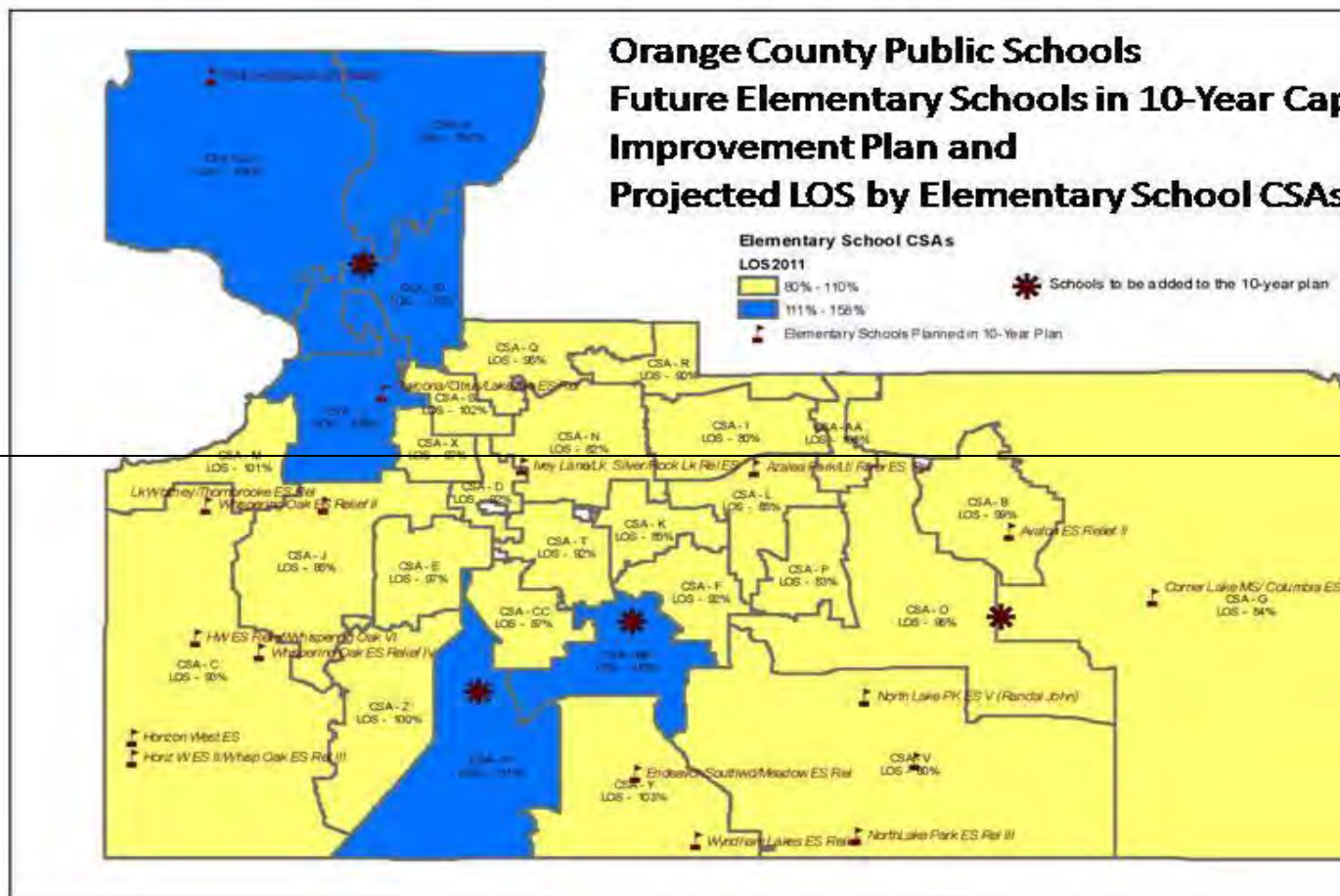
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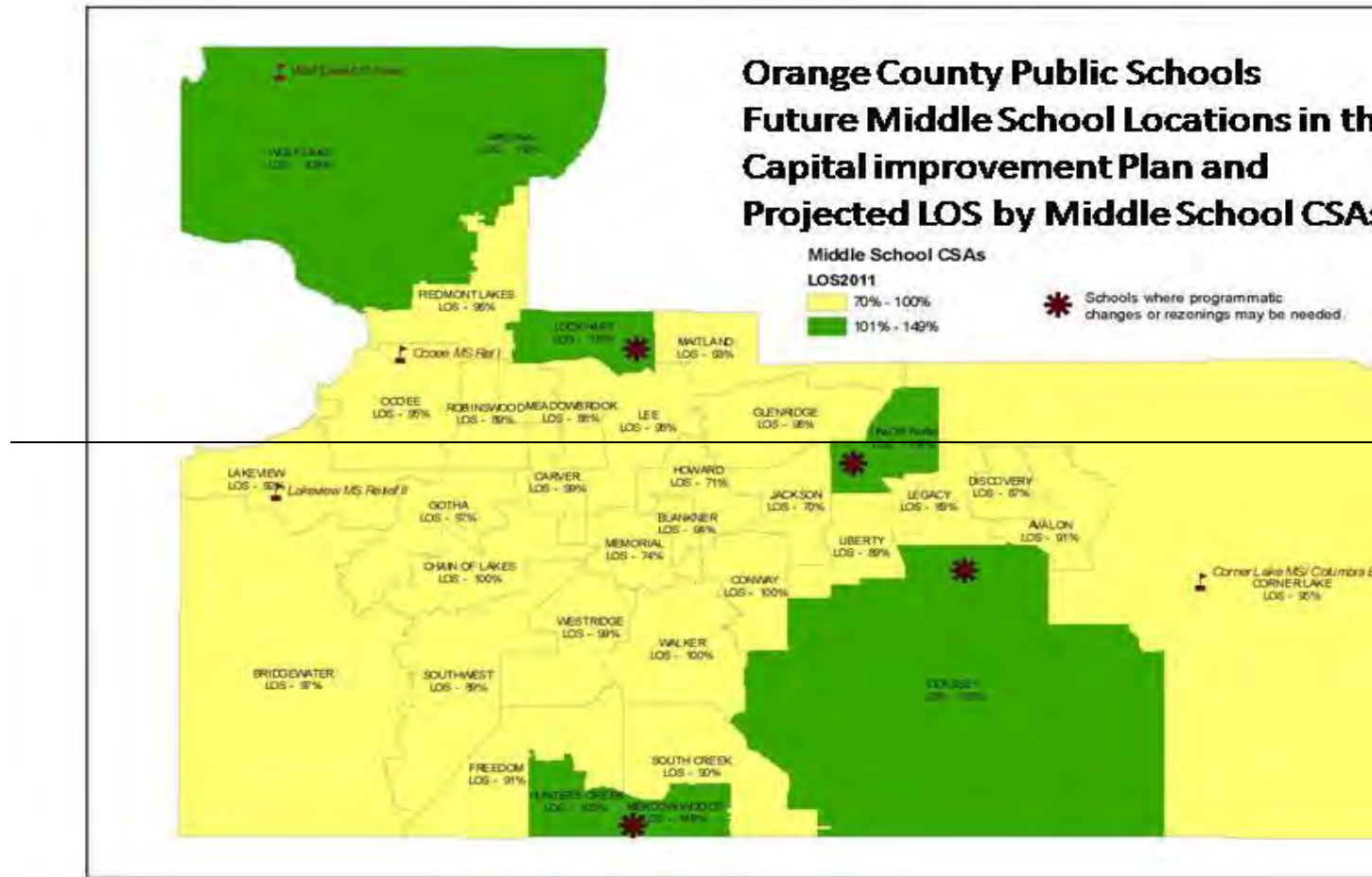
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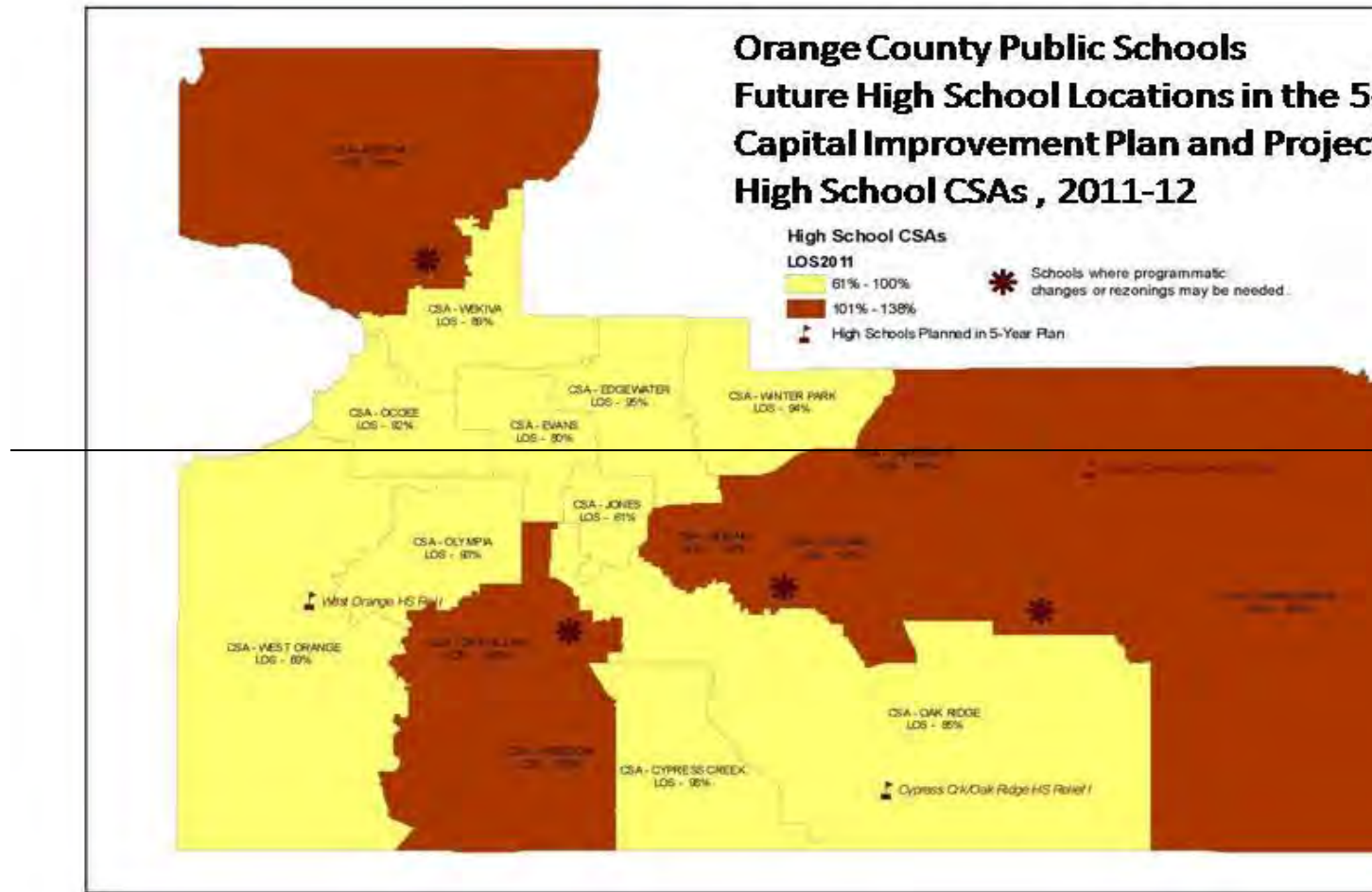












- f. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADOPT A NEW CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, SUBSTITUTING FOR THE CURRENT 2009 COMPREHENSIVE PLAN ADOPTED ON FEBRUARY 23, 2009 TOGETHER WITH ALL SUBSEQUENT AMENDMENTS THERETO; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. First Reading

Attorney Ardaman read the ordinance by title. This hearing was held after 5:01 p.m. Planning Director Dori Stone summarized why we need this update, what the update does, the nine elements included in the update, the public notice process, the information provided on the website, the City's advisory board reviews and the several meetings held, the comprehensive plan adoption process after transmittal to Tallahassee, and that comments after received back from the DEO will hopefully be back before the Commission in April 2017 for adoption of the plan.

Upon discussion, changes were recommended by the Commission to be incorporated into the comprehensive plan by the Planning Department for submittal. Present to discuss the transportation element was Clif Tate of Kimley Horn and Andrew Dolkart of the Miami Economic Association, to discuss the housing element. Commission questions were answered by Mr. Tate, Mr. Dolkart, and the other elements were presented by Planning Director Ms. Dori Stone.

Ms. Stone summarized five amendments; most in the Future Land Use Element and one staff amendment to the Public Utilities Element that Public Works, after further review, had some wordsmithing on.

The following public comments were made:

Donna Colado, 327 Beloit Avenue, asked to be cautious when incentivizing workforce housing for developers because she believed the City is in good shape with workforce housing.

Mary Daniels, 650 W. Canton Avenue, addressed the need to preserve single family residential neighborhoods, including Hannibal Square, and concerns with people not being able to afford to live in Winter Park.

Ann Higbie, 190 Ward Drive, spoke about traffic concerns because of development.

Ron Cambridge, 1116 Washington Avenue, expressed concerns with balconies overlooking the sidewalks on Morse Boulevard, that larger homes are consuming a lot of the property, and development on 17-92 causing a strain with traffic and causing safety concerns with people crossing 17-92.

Forest Michael, 358 W. Comstock Avenue, spoke in favor of the comprehensive plan with minor changes to the Housing Element concerning the Hannibal Square community.

Maria Bryant, 450 S. Virginia Avenue, expressed concerns with re-zoning in the Hannibal Square community and asked the Commission to listen to their residents.

John Beck, 457 N. Interlachen Avenue, expressed concerns with transportation, cut through traffic and increased redevelopment density that has affected Hannibal Square.

Martha Bryant-Hall, 331 W. Lyman Avenue, spoke about concerns with increased traffic and speeders and the Hannibal Square neighborhood being re-zoned.

Sally Flynn, 1400 Highland Road, expressed concerns with the increase in traffic because of development (lower density and heights) that is affecting their quality of life.

Mayor Leary commented that the increase in traffic in the City is not because of growth in the City; it is because of the growth of the region and county.

The Future Land Use element was then discussed and comments made regarding Denning Drive and that currently there is no project that is entitled to four stories that hasn't been constructed yet. After further comments, there was a consensus not to make a change to four stories on Denning. Ms. Stone recommended the deletion of Policy 1.J.15 whereby there was a consensus.

Issues concerning the transportation element, and the new hierarchy of modes (walking, bicycling, transit (bus and rail)) and private vehicles was discussed. The new hierarchy would make walking the top mode of transportation.

Commissioner Weldon addressed his workforce/affordable housing recommendation and before committing to expand, he wanted to understand and study it more so he was comfortable leaving it in. **Motion made by Commissioner Cooper that it be removed. Motion failed for lack of a second.**

Commissioner Seidel asked questions regarding certain portions of the Housing element whereby Ms. Stone clarified.

Public comments were again opened up:

John Reker, 1660 Joeline Court, spoke about the City's limited supply of residential and commercial opportunities in property but there is a large demand for homes and businesses. He asked to hold the line on any changes that increase the allowed height and density for the same site, aggravate traffic and parking problems, are architecturally incompatible with small village feel, erode the designated residential areas, or deteriorate the citizen's crowded life.

John Kern, 1615 Roundelay Lane, addressed concerns with traffic, increased density, and the need to retain the small town character of Winter Park.

Dan Bellows, 425 W. New England Avenue, proposed three new policies that were discussed at the P&Z meeting. Ms. Stone addressed the policies that were provided to the P&Z Board who said they will look at the Hannibal Square area and consider all three policies at one time within six months of the updated Comp Plan adoption date, but did not take individual action on them because of the need to further review the proposed policies.

Maria Bryant, 450 S. Virginia Avenue, asked about Policy 1-H-6, 'Protect the Residential Character of certain segments of Lyman Avenue and Carolina Avenue by prohibiting non-residential or mixed-use development and related accessory uses' and asked if Comstock could be included. Upon discussion, Comstock Avenue will be added to the policy. She also addressed Policy 1-H-10, 'Rezoning Single Family'.

Donna Colado, 327 Beloit Avenue, shared her concerns with Policy 1-C-3, 'Shared FAR'; and Policy 1-2-12, 'Prospect of Extending the CBD along Orange Avenue'.

Forest Michael, 358 W. Comstock Avenue, spoke about Policy 1-4.H-6 and recommended that a larger area of the Hannibal community be considered instead of street by street. He also addressed Policy 1-H-7 where specific streets are indicated and wanted to see a more cohesive comprehensive perspective in the language to address this area of the Hannibal community where the homes are better protected.

Carol Rosenfelt, 1400 N. New York Avenue, expressed concerns with deleting Policies 1-1.1.3, 6-2.4.1, and language about expanding the CBD (objected to that).

Becky Wilson, spoke on behalf of TGG LLC (properties at 313, 309 and 301 W. New England); and Garment LTD (property at 298 W. New England Avenue) who wants to develop the vacant land. She addressed the CBD (amended in 2009 to change 25 units per acre to 17 units per acre) and asked that it be moved back to 25 units per acre.

Recess:

A recess was taken from 7:53-8:06 p.m.

Staff recapped what had already been discussed and where they are with regards to any consensus reached to make changes as suggested by staff, by a certain specific commissioner or citizens. Mayor Leary commented that the Housing and Transportation Elements have been discussed and moved forward with.

Planning Manager Jeff Briggs stated at this point there is concurrence on all elements and things that were decided to change were the five items that Ms. Stone presented in the beginning of the meeting: to keep Table 3; make policy changes to Policy 1-F-6 (preserve the single family homes within College Quarter historic

district, the City shall encourage), Policy 1-H-1 (Discourage non-residential encroachment into residential sections; delete the perquisite of comprehensive plan amendments to be reviewed by the CRA Advisory Board), Policy 1-L-5 (area around south of Fairbanks Avenue and west of Formosa taking out the 8 story height limit), Public Facilities wordsmithing that came from Public Works; the addition of Comstock Avenue to Policy 1-H-6; deleting Policy 1-J-15 (four stories on Denning); and no change to the P&Z recommendations to look at C-2 zoning policies and the policies suggested by Mr. Bellows.

Motion made by Mayor Leary to accept on first reading the ordinance including the goals, objectives and policies document of the comprehensive plan for transmittal as presented from P&Z and discussed, incorporating all the changes just discussed (above) (and below regarding Policy 1-3.8.12.7 regarding Orange Avenue); seconded by Commissioner Sprinkel.

Each Commissioner then addressed other changes or concerns they had that had not been previously discussed. Commissioner Sprinkel spoke about the timeline for reviewing the goals and objectives where they are to review mixed-use and that they have to retain that timeline. She also spoke about a member of the Sustainability Board who provided some recommendations from the advisory board that they wanted submitted but that most of their recommendations do not fit in the comprehensive plan. Mayor Leary stated these should be brought up from the advisory board and addressed with the staff liaison. Ms. Stone stated that these recommendations have been included within the commission packets.

Commissioner Seidel asked about the deletion of Policy 1-3.1.3, Compatibility between adjacent land uses, Ms. Stone replied that this policy was incorporated into the Land Development Code.

Motion amended by Commissioner Cooper that on line 18 (Policy 1-2.12.6), leave the last sentence that clearly gives us the authority to restrict FAR. Motion failed for lack of a second.

Motion amended by Commissioner Seidel to remove the word 'quantitative' on line 19 (Policy 1-2.12.7); seconded by Commissioner Cooper. AMENDMENT 1

Motion amended by Commissioner Seidel to add a definition for 'traditional scale'; seconded by Commissioner Cooper. AMENDMENT 2

Motion amended by Commissioner Cooper that on Policy 1-1.1.2 (line 8 on matrix) that we leave the language 'the overall low density village character of Winter Park'. Motion failed for lack of a second.

Motion amended by Commissioner Seidel (Policy 1-2.4.4, Expansion of the CBD); consideration of an Orange Avenue Development District. Within six months after the adoption of the comprehensive plan the City will evaluate

the Orange Avenue corridor; seconded by Mayor Leary. Upon discussion, motion was withdrawn as Orange Avenue will be made part of another section.

Motion made by Commissioner Seidel to delete line 30 (Policy 1-2.4.4) and adding Orange Avenue to line 169 (Policy 1-3.8.12.7); seconded by Commissioner Cooper. AMENDMENT 3

Commissioner Cooper expressed her preference to adopt all the definitions into the comprehensive plan. Attorney Ardaman stated the definitions are incorporated by reference and if the Commission agrees, they could add a clarifying sentence to reference the definitions to confirm that those definitions are part of the plan. Planning Manager Briggs explained that the definitions status can be clarified at the second reading of the ordinance.

Motion made by Commissioner Cooper to keep Policy 1-1.1.3 (require public notice prior to creation or expansion of CRA or CDD) with a minor change that instead of sending notices to households, to send notices to the property owners; seconded by Commissioner Seidel. Planning Director Stone clarified that the notice requirement is in the LDC process. She stated if they want to leave the notice requirements in for the expansion of the CRA she asked that you take out the CDD notice requirements because it has no impact on the remainder of the community. **Added to the motion was to take out the CDD notice requirements; seconder agreed. AMENDMENT 4**

Motion amended by Commissioner Cooper (Policy 1-2.12.8) to delete the entire policy regarding workforce and affordable housing; seconded by Commissioner Weldon. AMENDMENT 5

Motion amended by Commissioner Cooper (Policy 1-2.4.6 – Preserve the pedestrian scale and orientation of the CBD) to strike 'zoning locations east of Virginia Avenue' and allow that policy to apply to any C-2 zoning within the CBD; seconded by Commissioner Seidel. AMENDMENT 6

Motion amended by Commissioner Cooper (Policy 1-2.4.12 (Evaluation of Hannibal Square Neighborhood Commercial District) to add 'with participation of the affected stakeholders, including residents'. Motion failed for lack of a second. It was clarified that when this occurs, they will be public meetings for anyone to attend.

Motion amended by Commissioner Cooper (Policy 1-2.4.12 (Medical Arts District) to delete all the exceptions to the no residential within the hospital arts district (special medical arts district does not allow residential). Motion failed for lack of a second.

Motion amended by Commissioner Cooper (Policy 102.4.14, Mixed Use Overlay District) to add back into the sentence 'the city shall explore, etc.' (replace 'create' with 'shall explore'). Motion failed for lack of a second.

Motion amended by Commissioner Cooper (Policy 1-2.4.20, Redevelopment of Rollins College) to add: 'any loss to municipal tax revenue is mitigated'. Motion failed for lack of a second.

Motion amended by Commissioner Cooper (Policy 1-3.8.12.7, Gateway Plan for Development or Redevelopment of Properties) to cover the entire distance of Orlando Avenue from the city limits on the south to the city limits on the north. Mayor Leary stated this is incorporated into his main motion.

Discussion ensued regarding Policy 1-G-7, Enforce Land Development Code Parking Requirements.

Motion amended by Commissioner Cooper (Policy 1-G-21, Redevelopment of the City's Water Plant Property on New York Avenue), to change three stories on the golf course to two stories. Motion failed for lack of a second.

Motion amended by Commissioner Cooper (Policy 1-H-11, Density for Workforce/Affordable Housing) to delete the entire policy; seconded by Commissioner Weldon. AMENDMENT 7

Motion amended by Commissioner Cooper (Policy 1-H-15, Special Circumstances for the north side of W. Lyman Avenue between New York and Hannibal Square, W. Capen and Pennsylvania Avenues) that any action on this particular policy be delayed until after Policy 1-2.4.12 takes place (the evaluation of the Planning Area and public meetings where they will discuss Hannibal Square Planning and densities, boundaries, and permitted future land use designations. Upon comments, motion failed for lack of a second.

Motion amended by Commissioner Cooper to add a policy addressing sustainability and to introduce more food uses into zoning districts and within six months study that initiative and decide whether it warranted action by the Commission. Upon comments, motion failed for lack of a second.

Recess

A recess was taken from 9:39 - 9:57 p.m.

Discussion ensued regarding R-4 zoning. **Motion amended by Commissioner Weldon to remove the High Density Residential policy from the comprehensive plan and to make appropriate adjustments for those properties already receiving the benefit of High Density Residential under the existing comprehensive plan; seconded by Commissioner Sprinkel. AMENDMENT 8**

Motion amended by Commissioner Weldon to amend Policy 1-3.8.12.7 (line 169) to read: 'the city shall create gateway plans and design studies for

the potential redevelopment of the major transportation corridors leading into Winter Park to include the Orange Avenue corridor, Fairbanks from 17-92 to I-4, the entire length of 17-92 through the city limits, and Lee Road from I-4 to 17-92; seconded by Mayor Leary. AMENDMENT 9

Upon a roll call vote on Amendment #1 to remove the word 'quantitative' on line 19, Policy 1-2.12.7, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on Amendment #2 to add a definition for 'traditional scale', Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.

Upon a roll call vote on Amendment #3 to delete Policy 1-2.4.4 and adding Orange Avenue to line 169 (Policy 1-3.8.12.7), Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on Amendment #4 to keep Policy 1-1.1.3 (require public notice prior to creation or expansion of CRA or CDD) with a minor change that instead of sending notices to households, to send notices to the property owners and to take out the CDD notice requirements, Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.

Upon a roll call vote on Amendment #5 to delete Policy 1-2.12.8 (housing incentives for workforce and affordable housing), Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. Mayor Leary voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on Amendment #6 to strike 'zoning locations east of Virginia Avenue' and allow that policy to apply to any C-2 zoning within the CBD on Policy 1-2.4.6 (Preserve the pedestrian scale and orientation of the CBD), Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on Amendment #7 to delete the entire policy (Policy 1-H-11, Density for Workforce/Affordable Housing), Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. Mayor Leary voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on Amendment #8 to remove the High Density Residential policy from the comprehensive plan and to make appropriate adjustments for those properties already receiving the benefit of High

Density Residential under the existing comprehensive plan, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on Amendment #9 to amend Policy 1-3.8.12.7 (line 169) to read: 'the city shall create gateway plans and design studies for the potential redevelopment of the major transportation corridors leading into Winter Park to include the Orange Avenue corridor, Fairbanks from 17-92 to I-4, the entire length of 17-92 through the city limits, and Lee Road from I-4 to 17-92, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion to include all elements (including the goals, objectives and policies document of the comprehensive plan for transmittal as presented from P&Z and discussed, incorporating all the changes discussed (above) and Policy 1-3.8.12.7 regarding Orange Avenue (to clarify: includes Housing, Transportation, table provided, stormwater issues, removing the eight stories from the recommendation and 250 FAR on Fairbanks, taking CRA Advisory Board out of review process for any changes within the Hannibal Square neighborhood, adding Comstock Avenue to Policy 1-H-6, Policy 1-F-6 change to say 'encourage' instead of 'preserve', change on Policy 1-L-5, 1-J-15 removal, table 1-3 insert, and change to Policies 4-4.16 and 4-4.15, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Seidel – Reported that he has been meeting with staff, the property owners, and others involved regarding Champion Circle to see if there is a way to sort this out.

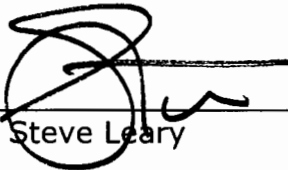
b. Commissioner Sprinkel – Spoke about the Winter Park High School Foundation asking for contributions for the band that she provided to the Commission. Addressed her frustration with people saying they are encouraging density and development because she did not believe they do that. She stated we need to counterbalance that because we are having issues with traffic but that they are not always responsible for that. Further comments were made regarding them listening to the residents.

c. Commissioner Cooper – No report.

d. Commissioner Weldon – No report.

e. Mayor Leary – Thanked Police Chief Deal concerning the Roger Trindade investigation and how thorough it was. Thanked Attorney Ardaman for the continued attention paid to the library bond validation issue.

The meeting adjourned at 10:31 p.m.



Mayor Steve Leary

ATTEST:



City Clerk Cynthia S. Bonham, MMC

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

February 24, 2017

The Honorable Steve Leary
Mayor, City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

Dear Mayor Leary:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Winter Park (Amendment No. 16-2ER), which was determined complete on December 27, 2016. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. Review comments received by the Department from the appropriate reviewing agencies are also enclosed.

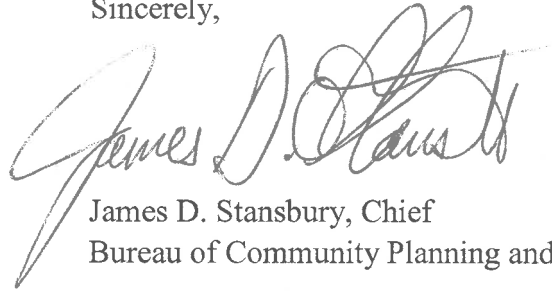
The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified three objections and have included a recommendation regarding measures that can be taken to address each objection. The Department is prepared to work with the City to resolve the objections and to assist with the comment in the enclosed report.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(4)(e)1., F.S., provides that if the second public hearing is not held within 180 days of your receipt of the Department of Economic Opportunity report, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

If you have any questions related to this review, please contact Jennie Leigh Copps, at (850) 717-8534, or by email at Jennie.Copps@deo.myflorida.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jlc

Enclosures: Objections, Recommendations, and Comments Report
 Procedures for Adoption
 Agency Comments

cc: Dori Stone, AICP, Planning and Community Development Director, City of Winter Park
 Hugh W. Harling, Jr., PE, Executive Director, East Central Florida Regional Planning
 Council

OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT

PROPOSED COMPREHENSIVE PLAN AMENDMENT

CITY OF WINTER PARK (DEO No. 16-2ER)

Department staff identified the following objections and comments. If the City adopts the amendment without addressing the objection, the Department may find the amendment not in compliance pursuant to section 163.3184(4)(e)4., Florida Statutes (F.S.).

Objections:

1. Planning Horizon – Future Land Use Map and Transportation Map Series

The City's Map I-2: *Future Land Use Map* does not establish a future planning horizon. Section 163.3177(5)(a), F.S., states "Each local government comprehensive plan must include at least two planning periods, one covering at least the first 5-year period occurring after the plan's adoption and one covering at least a 10-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process." Future Land Use Element Objective 1-1.1 *Principles for Managing Growth within Planning Horizons* requires the City to establish a ten-year planning horizon with projected population to provide data for the evaluation and analysis. However, the Map Series does not identify a future planning horizon creating an internal inconsistency with this Objective.

Authority: Section 163.3177(5)(a), F.S.

Recommendation: Prior to adoption, the City should revise this amendment to establish a planning horizon for the comprehensive plan extending to at least 2027 in order to meet the 10-year planning requirement as required by Section 163.3177(5)(a), F.S. This updated planning horizon should be identified on the map series, by including the horizon date in the map title.

Objection 2: Adoption of the Water Supply Facilities Work Plan

The City proposes to revise existing Public Facilities Element Policy 4-5.1.8 *Implementation of the City Water Supply Facilities Work Plan* to delete the phrase *is hereby adopted as an exhibit*. The proposed revision is in conflict with Section 163.3177(6)(c)3., F.S., which requires local governments to adopt a Water Supply Facilities Work Plan.

Authority: Section 163.3177(6)(c)3., F.S.

Recommendation: Prior to adoption, the City should revise the amendment to adopt its *Water Supply Facilities Work Plan*. The *Water Supply Facilities Work Plan* may be adopted through its incorporation in whole, or, through reference, within the adopted portion of the comprehensive plan. If adopted by reference, in accordance with Section 163.3177(1)(b), F.S., the reference must identify the title, author, and indicate clearly what provisions and edition of the document is being adopted.

Objection 3: Water Supply Plan Facilities Work Plan 10-Year Planning Horizon

The City proposes revisions to its *Water Supply Facilities Work Plan* to address future water demand. The *Plan* does not identify a 10-year planning horizon as required by 163.3177(6)(c), F.S.

Authority: Section 163.3177(6)(c)3., F.S.

Recommendation: Prior to adoption, the City should revise the amendment so that the *Water Supply Facilities Work Plan* addresses future water demand for a planning period extending at least 10 years in to the future, including, specifically revising the *Plan*'s Tables 4-22 through 4-25 to extend at least until 2027.

SUBMITTAL OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS
FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

May 2011

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, (one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy each to the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the proposed amendment:

_____ A statement indicating the amendment is related to 1) an area of critical state concern designated pursuant to Section 380.05, F.S.; 2) a rural land stewardship area pursuant to Section 163.3248, F.S.; 3) a sector plan pursuant to Section 163.3245, F.S.; 4) an update a comprehensive plan based on an evaluation and appraisal report pursuant to Section 163.3191, F.S.; or 5) a new plan for a newly incorporated municipality adopted pursuant to Section 163.3167, F.S.;

_____ The date(s) the local planning agency and the commission held public hearings;

_____ A statement certifying that the proposed amendment(s) have been submitted to the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request. Certification means that the letter must state that a copy of a complete amendment package including supporting data and analysis has been mailed to these agencies and the date it was mailed;

_____ A summary of the plan amendment(s) including that the amendment is being submitted under the state coordinated review process;

_____ The month the local government anticipates the amendment will be adopted;

_____ The name, title, address, telephone, FAX number, and e-mail of the local contact person;

PROPOSED AMENDMENT PACKAGE: Please include the following information in the proposed amendment package:

_____ All proposed text, in a strike-through/underline format (or similar easily identifiable format);

_____ Staff, local planning agency and local governing body recommendations;

_____ Support documents or summaries of the support documents on which the recommendations regarding the proposed plan amendment(s) are based;

_____ For Future Land Use Map amendments please include all maps **in color format** depicting:

_____ The proposed future land use designation of the subject property;

_____ The boundary of the subject property and its location in relation to the surrounding street and thoroughfare network;

_____ The present future land use map designations of the subject properties and abutting properties.

_____ An Existing Land Use Map depicting:

_____ The existing land use(s) of the subject property and abutting properties and

_____ The size of the subject property in acres or fractions thereof.

_____ A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate;

_____ Information regarding the consistency of the proposed land use amendments with the Future Land Use Element goals, objectives and policies, and those of other affected elements.

_____ If a local government relies on original data, or data and analysis from a previous amendment, a reference to the specific portions of the previously submitted data and analysis on which the local government relies to support the amendment;

_____ If previous data and analysis is no longer the best available existing data or no longer supports the plan, then copies of updated and reanalyzed data and analysis to support the proposed amendment.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard
DeLand, Florida 32720

JIM BOXOLD
SECRETARY

February 1, 2017

Dori Stone, AICP
Planning Director
401 Park Avenue South
Winter Park, FL 32789

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT
LOCAL GOVERNMENT: CITY OF WINTER PARK
DEO #: 16-2ESR

Dear Ms. Stone:

The Department of Transportation has completed its review of the above proposed Comprehensive Plan Amendment as requested in your memorandum dated December 22, 2016.

We appreciate the opportunity to participate in the review process and we offer our technical assistance with this letter. The Department does have some concern regarding the removal of "roads" from the facilities listed in Policy 1-3.1.3: Concurrency Management System to Ensure Timely Provision of Facilities at Adequate Levels of Service in the Future Land Use Element, as well as the removal of Policy 7-2.1.6: Capacity Increasing Improvements on the State Highway Roadway System from the Capital Improvement Element. Since it is unknown at this time whether the amendment will have significant adverse impacts to the State Highway System (SHS) or the Strategic Intermodal System (SIS), the Department does have concerns at this time.

If you have any questions, you may contact Steve Shams at 386-943-5421 or by e-mail at Steve.Shams@dot.state.fl.us.

Sincerely,

Jean Parlow
Growth Management Coordinator

Attachment

C: Alberto Vargas, Orange County
Renzo Nastasi, Orange County
Anganie Durbal, Orange County
Fred Milch, ECFRPC
Carmen Monroy, FDOT

Dana Reiding, FDOT
Dennis Smith, FDOT
David J. Cooke, FDOT
Adam Biblo, DEO
D. Ray Eubanks, DEO

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www.dot.state.fl.us

COMPREHENSIVE PLAN AMENDMENT PROPOSED REVIEW COMMENTS

Local Government: City of Winter Park
DEO Amendment #: 16-2ER
Date Amendment Received FDOT: 01/18/2017
Review Comments Deadline: 02/01/2017
Today's Date: 02/01/2017

GENERAL BACKGROUND INFORMATION

The City of Winter Park has submitted the proposed City of Winter Park 16-2ER large scale comprehensive plan amendment package for text amendments to the Future Land Use, Transportation, and Capital Improvement Elements of the City's Comprehensive Plan. The new Comprehensive Plan takes into consideration changes occurring in the City, and also Growth Management legislation since the 2009 Comprehensive Plan. The proposed changes to the Future Land Use Element reflect the requirements of Chapter 163, Florida Statutes. The Future Land Use Element also includes goal statements to express the City's vision, while removing redundancies and policies included in the Land Development Code. The PD-1 and PD-2 Future Land Use categories have been deleted from the Future Land Use Element. The Transportation Element was completely rewritten since the last Comprehensive Plan. The proposed amendment revises the Capital Improvement Element by removing old statutory references and updates the element based on the adopted City budget.

TEXT AMENDMENT

Elements: Future Land Use Element
Rule Reference: Chapter 163, Florida Statutes

Background:

The proposed Future Land Use Element amendment includes changes reflecting the requirements of Chapter 163, Florida Statutes. Goal statements have been added to express the City's vision. The amendment also removes redundancies and policies included in the Land Development Code. The PD-1 and PD-2 Future Land Use categories have been deleted from the Future Land Use Element and a Medical Arts District has been added around Winter Park Hospital.

Technical Assistance:

In general, the changes proposed for the Future Land Use Element remove policies not required on Chapter 163, Florida Statutes, are redundant, or are included within Article III, Zoning of Chapter 58, Land Development Code. The changes proposed to the Future Land Use Element do not impact the density or intensity of any future land use categories; therefore, the proposed text amendment are not anticipated to significantly impact any State and SIS facilities within the City of Winter Park.

The Department is concerned by one change to Policy 1-3.1.3. The City has removed roads from the facilities listed in the Concurrency Management System policy.

FDOT Contact:	Steve Shams, MURP Planning Project Manager FDOT District 5 (In-House)	Reviewed by:	Melody Butler, P.E.
Telephone:	386-943-5421		Vanasse Hangen Brustlin, Inc.
Fax:	386-943-5713		407-839-4006
E-mail:	Steve.Shams@dot.state.fl.us		mbutler@vnb.com
File:	H:\OOC\Planning\Growth Management\CPA Project Files\Winter Park_Orange\Review\2016\16-2ER\Proposed\WinterPark_Proposed_16-2ER_Review.docx		

COMPREHENSIVE PLAN AMENDMENT PROPOSED REVIEW COMMENTS

Local Government: City of Winter Park
DEO Amendment #: 16-2ER
Date Amendment Received FDOT: 01/18/2017
Review Comments Deadline: 02/01/2017
Today's Date: 02/01/2017

The Department recommends the City retain roads as a facility included in the Concurrency Management System policy, or develop another mechanism to ensure an adequate roadway facility is in place before the issuance of any development order or building permit.

The Department respectfully requests a copy of the adopted plan. Please provide the adopted plan within two weeks of adoption, in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

FDOT Contact:	Steve Shams, MURP Planning Project Manager FDOT District 5 (In-House)	Reviewed by:	Melody Butler, P.E.
Telephone:	386-943-5421		Vanasse Hangen Brustlin, Inc.
Fax:	386-943-5713		407-839-4006
E-mail:	Steve.Shams@dot.state.fl.us		mbutler@vhb.com
File:	H:\OOC\Planning\Growth Management\CPA Project Files\Winter Park_Orange\Review\2016\16-2ER\Proposed\WinterPark_Proposed_16-2ER_Review.docx		

COMPREHENSIVE PLAN AMENDMENT PROPOSED REVIEW COMMENTS

Local Government: City of Winter Park
DEO Amendment #: 16-2ER
Date Amendment Received FDOT: 01/18/2017
Review Comments Deadline: 02/01/2017
Today's Date: 02/01/2017

TEXT AMENDMENT

Elements: Transportation Element.
Rule Reference: Chapter 163, Florida Statutes

Background:

The Transportation Element was completely revised to update the Goals, Objectives, and Policies (GOPs), along with the Map Series and Data, Inventory, and Analysis sections. The major changes incorporated into the Transportation Element were the inclusion of a new hierarchy of modes (walking, bicycling, transit, and private vehicle), level of service standards, and thresholds for these modes. The Transportation Element emphasizes a safe and balanced multimodal system. The City has also designated all roadways within the City as Constrained except for Interstate 4.

Technical Assistance:

The proposed text amendment includes changes to the language of the Transportation Element and emphasizes a multimodal system within the City. The Map Series and the Data, Inventory, and Analysis were updated to reflect the most recent data available.

The text amendment does not impact the densities or intensities of future land use designations, or the trip generation potential. Policy 2-1.1.9: Constrained Facilities within the Transportation Network, states a comprehensive transportation study shall be required for all development or redevelopment within the City. If the adopted level of service cannot be met under the current roadway configuration, the City will determine the mitigating improvements to the constrained facilities. The revised Transportation Element no longer specifies coordination regarding impacts to State facilities.

The Department recommends in the event development or redevelopment within the City occurs and adversely impacts state facilities, the identification and/or implementation of mitigation improvements to these facilities is coordinated with the Department.

The Department respectfully requests a copy of the adopted plan. Please provide the adopted plan within two weeks of adoption, in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

FDOT Contact:	Steve Shams, MURP Planning Project Manager FDOT District 5 (In-House)	Reviewed by:	Melody Butler, P.E.
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File:	H:\OOC\Planning\Growth Management\CPA Project Files\Winter Park_Orange\Review\2016\16-2ER\Proposed\WinterPark_Proposed_16-2ER_Review.docx		

COMPREHENSIVE PLAN AMENDMENT PROPOSED REVIEW COMMENTS

Local Government: City of Winter Park
DEO Amendment #: 16-2ER
Date Amendment Received FDOT: 01/18/2017
Review Comments Deadline: 02/01/2017
Today's Date: 02/01/2017

TEXT AMENDMENT

Elements: Capital Improvement Element
Rule Reference: Chapter 163, Florida Statutes

Background:

The proposed Capital Improvement Element amendment revises old statutory references and updates the element based on the adopted City budget. There are no projects necessary in the CIP in order to meet levels of service with respect to concurrency. The Five Year CIP is updated annually in the Comprehensive Plan as part of the adoption of the Budget ordinance.

Technical Assistance:

According to Comment 17 in the matrix of the revised Goals, Objectives, and Policies (GOPs), Policy 7-2.1.6 was removed and updated by new policies included in the Transportation Element. It is unclear which Policy in the Transportation Element relates to capacity increasing improvements on the State Highway System. The Department would like to ensure State facilities will not be significantly impacted by development or redevelopment projects generating net new trips.

The Department recommends citing which policy in the Transportation Element reflects the former Capital Improvement Element Policy 7-2.1.6: Capacity Increasing Improvements on the State Highway System.

The Department respectfully requests a copy of the adopted plan. Please provide the adopted plan within two weeks of adoption, in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

FDOT Contact:	Steve Shams, MURP Planning Project Manager FDOT District 5 (In-House)	Reviewed by:	Melody Butler, P.E.
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Eubanks, Ray

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, January 25, 2017 3:56 PM
To: DCPexternalagencycomments
Cc: dstone@cityofwinterpark.org; Biblo, Adam A; Nancy Christman
Subject: City of Winter Park proposed comprehensive plan amendment 16-2ER

Dear Mr. Eubanks,

St. Johns River Water Management District (District) staff have reviewed City of Winter Park proposed comprehensive plan amendment 16-2ER in accordance with the provisions of Chapter 163, *Florida Statutes*. Based on review of the submitted materials, District staff have no comments on the proposed amendment.

However, because the amendment includes revisions to the City's Water Supply Facility Work Plan (WSFWP), District staff provide the following technical assistance.

1. The Public Facilities Element (PFE) Data, Inventory, and Analysis (DIA), which contains the City's WSFWP, includes revisions to tables 4-22 and 4-25. The tables address future water demand and cover a 5-year planning period. District staff recommend that these tables be revised to address a 10-year planning period (i.e., 2026) in order to be consistent with Section 163.3177(6)(c), *Florida Statutes*.
2. Existing Policy 4-5.1.8 and objectives 8-1.1, 8-1.2, 8-1.5, and 8-1.6 contain similar text related to the adopted WSFWP. Policy 4-5.1.8 is being revised, but no changes are proposed to the similar text in the objectives. Revising only Policy 4-5.1.8 may inadvertently result in an inconsistency with the text of objectives 8-1.1, 8-1.2, 8-1.5 and 8-1.6.
3. Several nomenclature changes occurred when the District adopted the Central Florida Water Initiative Regional Water Supply Plan in November 2015. Therefore, District staff recommend consideration of the following nomenclature updates:
 - a. Replacing the word "District" in Policy 8-1.2.6 (i.e., District Water Supply Plan) with the word "Regional" (i.e., Regional Water Supply Plan).
 - b. Deleting the word "Priority" from the phrase "Priority" Water Resource Caution Area in Policy 4-5.2.6 and the PFE DIA.

If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
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www.sjrwmd.com/epermitting

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

FUTURE LAND USE ELEMENT DATA INVENTORY AND ANALYSIS

Pursuant to the requirements of Chapter 163, this section presents an inventory and analysis of land use data for the City of Winter Park. Data and analysis presented herein are used to assist Winter Park with the formation of goals, objectives, and policies that guide development and redevelopment in the City towards its desired vision and to plan for the efficient delivery of government and public services.

Purpose. The Future Land Use Element can be seen as the City's blueprint for its continuing physical development. Definition of land use categories and distribution of those categories on the Future Land Use Map will result in a development pattern that reflects the goals, objectives and policies of the Comprehensive Plan. This Element includes an inventory and analysis of the City's existing land uses. It also presents an analysis of the City's residential population and projections on the future growth of Winter Park both through internal growth and external growth through annexations.

General Location. Winter Park is located in Central Florida, north of the City of Orlando and south of the City of Maitland. I-4 crosses portions of the City's far western boundary. Until 2003, the City's jurisdictional area fell east of I-4. With annexations of property straddling both sides of Fairbanks Avenue, the City's corporate boundaries now extend just past I-4. US 17-92 passes in a direct north-south alignment within the western half of the City and SR 436 abuts a portion of the City's eastern boundary.

Population Estimates and Projections

Population is a primary determinant of land use requirements, housing supply and demand, and public facility needs and services. The following population analysis is prepared as a major consideration in preparing the comprehensive plan.

Historic Population and Trends. From 1970 through 2015, the City's population grew by 7,072 people, or 157 new residents per year. After 1990, the City's growth rate increased primarily from annexation of existing residential neighborhoods adjacent to the City. Similarly, between 2000 and 2010, the largest growth rate experienced by Winter Park in over thirty years occurred as the result of annexations of existing residential areas in adjacent unincorporated Orange County.

Table 1-1: Historic Population Rates		
Year	Population	Percent Change
1970	21,895	- -
1980	22,339	2.03
1990	22,623	1.27
2000	24,090	6.48
2010	28,434	18.03
2016	29,308	3.07

Source: US Census and BEBR, University of Florida, 2015

Population Estimates. The City of Winter Park Comprehensive Plan establishes the long range growth management policies for the City of Winter Park. Future population estimates for the City identify the amount of residential land and development density allocations that will be necessary to accommodate the population. Future population estimates will assist with planning appropriate allocations and provisions for parks, water, sewer, and other public facilities and services necessary to maintain the City's desired quality of life for its existing and future residents.

Winter Park's population is comprised almost entirely of year-round residents. A very small percentage of the population is represented by seasonal residents who live in Winter Park during winter months but claim another place as their permanent residence.

Future population estimates for the City of Winter Park appear in Table 1-2. The population estimates represent year-round residents within the jurisdictional boundaries of the City of Winter Park. Winter Park's future population growth will be a combination of internal growth supplemented by annexations. The prospects for such growth would project a population gain to 32,500 residents by the year 2026. The City staff took a two-fold approach to estimating the population. Staff looked at existing population in the future Annexation Reserve Areas (ARA) to determine the potential timing and population that could be added to the City. The second examination was of the building permit data for the past 15 years for new residential construction. Staff determined from that data the estimate of new infill single-family home and new infill multifamily development projected. The internal infill growth in new housing units is limited by the scarcity of vacant land. However, that will change somewhat with the future development of added residential units in mixed-use projects on commercial/office properties. It is also reasonable to expect that the City will continue to have limited success with annexation referendums. The most likely annexation candidates are detailed in the annexation section of this element.

Based on these growth prospects, the future population projections set forth in the Future Land Use Element are as follows:

Table 1-2: Future Population Estimates					
Year	2000	2010	2016	2020	2026
Total Permanent Population	24,090	28,434	29,308	30,508	32,308

Detailed population data and analysis is contained in the Housing Element of this Comprehensive Plan.

Comprehensive Plan Amendments 2009-2016

Since the adoption of the Comprehensive Plan in 2009, the City of Winter Park has amended its comprehensive plan on numerous occasions. There were three general types of comprehensive plan amendments.

Large Scale Comprehensive Plan Text Amendments

Large scale text amendments have occurred since 2009 in response to development request and to further refine policy goals for guiding new development.

Comprehensive Plan Amendments in Response to Annexations

The second type of Comprehensive Plan amendment that has occurred since 2009 were updates to the future land use map to reflect annexations. Prior to all of these annexations, an annexation report was prepared and sent to Orange County pursuant to the requirements of Chapter 171, Florida Statutes. In addition, a cost/benefit financial analysis and concurrency analysis was completed pursuant to the City's comprehensive plan annexation policies.

Two factors are of critical importance. One is that every single one of these annexations included existing developed areas with less than 2% vacant property. Thus, all of the concurrency impacts already existed. All of these annexations involved unincorporated lands already served by Winter Park Utilities (water and sewer) so there were no net increases in demands. All of these annexations were simply a jurisdictional transfer.

The second factor is that again in almost every single case, the annexations that occurred and the resultant updates to the city's future land use map involved adopting exactly the same future land use designations (and zoning) that pre-existed in the Orange County Comprehensive Plan. With one or two exceptions, the annexation grant to a property owner a future land use designation that permitted more density or intensity than did not previously exist in Orange County. Again, all of these annexations and future land use map amendments were simply a jurisdictional transfer.

Small Scale Comprehensive Plan Amendments

The third type of Comprehensive Plan amendments that were approved in this time period involved small future land use map amendments done in conjunction with zoning map changes and building project approvals.

ANALYSIS OF FUTURE LAND USE

Winter Park's Comprehensive Plan contains a Future Land Use Map. This Comprehensive Plan Future Land Use Map is especially important because the City must base its zoning map upon this Future Land Use Map. Since the Zoning Map must conform to this Future Land Use Map and since this Future Land Use Map takes precedence over the Zoning Map, whenever there is a conflict, the designations established herein are ones upon which all building permits and development orders will be evaluated for conformity and consistency.

The Future Land Use Map is not intended to be a duplication of the Zoning Map. The Comprehensive Plan adoption and public participation process is intended to allow the City to determine which types and locations of Future Land Use designations are in the best interests of the City of Winter Park. From those decisions, the Zoning Map comes into conformance with the Comprehensive Plan. The validity of the nation's first zoning ordinance was upheld by the U.S. Supreme Court in 1917 due to the fact that it was based on an adopted Comprehensive Plan. Since that time, Comprehensive Plan Future Land Use Elements and Future Land Use Maps have been the legal foundation and rationale behind zoning decisions.

The Future Land Use Plan Map is also important as an implementation tool. Winter Park's Map sets forth the extent of land necessary, in the proper designations, to allow for the projected growth, that Winter Park is expected to realize from 2015 to 2025 time period with respect to population growth, housing growth, and business growth. The Future Land Use Plan Map also provides adequate sites for necessary public service and infrastructure that is required to serve the projected population and business base. The Future Land Use Map also implements many of the environmental and natural resource protections included in this Comprehensive Plan.

The Future Land Use Map is presented in a similar manner to the existing land use in that it is a map series. The colored Future Land Use Map depicts future land uses plus existing and planned water wells, lakes, rivers and wetlands. Other natural resource designations, as required for floodplains, soils, and minerals, are shown on separate maps. The City does not expect any area of the community to be designated as an area of critical state concern, pursuant to Chapter 380, Florida Statutes.

The Future Land Use Map and Map Series shall implement the Comprehensive Plan as a whole through the designation and categorization of land. All development, redevelopment and land use shall be consistent with those designations and limited to the standards for densities and intensities of use as outlined in the text for the Future Land Use Map Series and in accompanying table(s). The FLUM series, Maps 1-1 through 1-6e, shall allocate future land uses and include the following:

Future Land Use Map Series:

- 1) FLUM-1-01, Existing Land Use Map
- 2) FLUM-1-02, Future Land Use Map
- 3) FLUM-1-03, Maximum Height Map
- 4) FLUM-1-04, Jurisdictional Boundaries Map
- 5) FLUM-1-05, Surveyed Historic Properties Map
- 6) FLUM-1-06, National Register of Historic Properties Map

* The Future Land Use Map Designation Density/ Intensity Table³³ denotes the maximum range of density and maximum floor area ratios (intensity), within each of the non-residential FLUM designations and shall be used in conjunction with the Future Land Use Map, Maximum Height Map and Map Series to determine the permitted density and intensity of development

Future Land Use Map Densities and Intensities Defined. One of the most important issues for the City in regulating its residential, commercial, office and multifamily development is the appropriate density (units per acre) and intensity (floor area ratio). Each future land use category contains either in wording or as expressed in the following table, the maximum densities (units per acre) and intensities (floor area ratio) of development that is permitted.

Table 1-3 Future Land Use Map Designation Maximum Density/ Intensity Table

	Office	Commercial	C.B.D.
Density (units/ acre)	17 units/ acre	17 units/ acre	17 units/ acre
Intensity (FAR)			
Up to 2-3 story limit	45%*+ 60%**	45%*+ 60%**	200%
Up to 4 story limit	45%*+ 60%**	45%*+ 60%**	Not permitted
Up to 5 -8 story limit	45%*+ 60%**	45%*+ 60%**	Not permitted

Note: *All categories count private parking garage floor space toward FAR limits.*
Maximum number of stories is determined by the Maximum Height Map and may be further restricted by other policies of this Comprehensive Plan.

+ 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.

* For any building project exclusively commercial or office; or any mix of commercial or office uses.

** For any building project at least 85% commercial or office on the first floor with residential units on upper floors.

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.

Table 1-4 Future Land Use – Zoning Compatibility Chart	
Future Land Use Designation	Compatible Zoning Districts
Single Family Residential	R-1AAA, R-1AA, R-1A, PURD
Low Density Residential	R-2, PURD
Medium Density Residential	R-3
High Density Residential	R-4
Commercial	C-3, C-3A, C-1, O-1, O-2
Office and Professional	O-1, O-2
Central Business District	C-2
Industrial	I-1, C-3, O-1, O-2
Institutional	PQP
Open Space and Recreation	PR
Medium Density Planned Development	PD 1
High Density Planned Development	PD 2

Provisions for Affordable/Workforce Housing. The development of affordable/workforce housing is a priority of the State Comprehensive Plan and the City's Comprehensive Plan. As such, in some cases incentives are necessary to insure the provision of affordable/ workforce housing especially within Winter Park with extremely high land costs, along with typical construction costs. The City Commission on a case by case basis may permit the maximum densities within the future land use categories to be exceeded by up to five units per acre when such allowances are used exclusively for the construction of affordable/workforce housing.

Future Land Use Designations. Winter Park's Future Land Use Map sets forth future land use designations on a parcel by parcel basis. However, the Future Land Use designations are broader in some instances and generally encompass more uses within each category than the more specific zoning districts. A narrative explanation of the Future Land Use Map designations and their permitted density and intensity of development is as follows:

Single-Family Residential - This Future Land Use Map designation indicates areas to be developed for single-family residential uses and the compatible zoning districts for such future land use designation are the R-1AAA, R-1AA, R-1A and PURD zoning districts. The residential uses intended for these areas include single-family detached housing, accessory units and attached townhouse units. The overall density range shall be up to five units per acre except in the approved PURD. areas where the density of single-family, zero lot line or townhouse development maybe increased to eight units per acre but is mediated by the provision of readily useable open space areas. The maximum floor area ratio shall be 38% but may increase to a maximum 43% based upon satisfaction of specific design standards and incentives.

Low-Density Residential - This Future Land Use Map designation indicates areas to be zoned for and used for low density residential use, zoned R-2. The residential uses intended for these areas include single family homes, duplexes, and cluster housing that do not exceed ten units per acre and the floor area ratio shall not exceed 55%.

Medium-Density Residential - This Future Land Use Map designation indicates areas to be zoned for the multi-family residential uses. The compatible zoning district for this designation shall be the R-3 zoning district. Included are townhouses, condominiums, and apartments. The maximum density is up to seventeen (17) units per acre on such properties and the floor area ratio shall not exceed 110% and shall include the floor area of attached and unattached garages, above grade.

High-Density Residential - This Future Land Use Map designation indicates areas to be zoned for the multi-family residential use. The compatible zoning district for this designation shall be the R-4 zoning district. Included in this classification are townhouses, condominiums, and apartments. The maximum density is twenty-five (25) units per acre. The floor area ratio shall not exceed 200% and shall include the floor area of attached and unattached garages, above grade.

Commercial - This Future Land Use Map designation includes both the wide variety of commercial retail uses, restaurants, and various professional office uses. It is designed to relate to those areas zoned C-1 and C-3, but may also include areas zoned I-1 when used for commercial or office or residential purposes. This designation also allows a density of residential uses up to 17 units per acre. The intensity of use (floor area ratio) of the corresponding zoning districts to this future land use category may not exceed the standards as 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.

Office and Professional - This Future Land Use Map designation includes the business and professional activities housed in office structures such as those allowed in the O-1 and O-2 districts. This designation also allows a density of residential uses up to 17 units per acre. The intensity of use of the underlying zoning districts may not exceed the standards as 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.

Central Business District (CBD) - This Future Land Use Map designation includes the retail business, restaurant, professional office and residential uses that are permitted within the Central Business District (C-2) zoning district. This designation differs from the commercial, mixed use and office designations in terms of the land use policies for this area which strive to maintain and enhance pedestrian orientation. The maximum intensity (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. The maximum density is 17 units per acre.

Medical Arts District - This Future Land Use Map land use designation includes the land area of the Winter Park Hospital and the adjacent vicinity as depicted on the Future Land Use Map where medical, wellness and associated businesses exist and are encouraged to further develop. This future land use designation is currently limited to the geographic boundaries of Lakemont Avenue, Aloma Avenue, St Andrews Boulevard, Loch Lomond/Perth Lane and Dundee Drive. Any expansion of the district would require a Comprehensive Plan Amendment. With the exception of existing development patterns which have not redeveloped, this designation does not allow residential uses other than those within related nursing homes, rehabilitation beds, assisted living and memory care facilities or as dedicated workforce housing for medical service employees which

are then governed as to density by the permitted floor area ratio. The maximum floor area ratio shall be 100% and shall include the floor area of above grade, attached and unattached garages. This designation differs from others in the Comprehensive Plan in that floor area ratio may be spread across a hospital/medical center or wellness campus in common ownership (and thus across public streets) provided that the average floor area ratio across the hospital/medical center or wellness campus shall not exceed the maximum of 100% not counting the land area of public streets.

Parking Lot - This Future Land Use Map land use designation includes those lands designated for use as surface parking only to be used by adjacent commercial, office, institutional, or multi-family building(s) and as such the land is limited and restricted to such as a surface parking lot only. This designation is intended to be used in proximity to residential properties in order to allow use of land for surface parking lots but be limited and restricted to the use. As this designation does not permit buildings there is no applicable floor area ratio or residential density.

Industrial - This Future Land Use Map designation includes the light manufacturing storage and warehouse uses which are permitted within I-1 zoning district. Other allowable uses include retail business and offices. The intensity of use in this designation is up to a floor area ratio of 45% when used for retail and office uses and up to a floor area ratio of 100% when used for storage or warehouse uses.

Institutional - This Future Land Use Map designation includes lands used by governments, hospitals, churches, schools, utilities and social service agencies serving the public. This designation is compatible with the P.Q.P. zoning and any future hospital or medical arts district. However, these types of uses are also permitted as conditional uses within other designations. The intensity of use in the designation is the same as the commercial future land use designation outside of the Central Business District and the same as the Central Business District future land use designation inside the C.B.D. Public parking garages (not private) may be excluded from the floor area ratio by the City Commission.

Open Space and Recreation - This Future Land Use Map designation accommodates land used for either passive or active recreation and land left in its natural state for environmental or conservation reasons. It encompasses public and private parks and recreation areas and cemeteries which shall be precluded from development and those areas on unplatted parcels which the City shall consider for dedication as parkland when subdivision occurs. Land designated as parks and open space would also preclude its use for streets or roads. This designation standard for intensity of use is for passive recreational or active recreational facilities. The maximum floor area ratio for land designated Open Space and Recreation shall be 20% for active recreation and 10% for passive recreation areas.

Conservation - This Future Land Use Map designation includes lands that due to environmental attributes are not permitted for development of any kind and thus are designated as "Conservation." It is the intent of the Conservation future 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 areas, such as wetlands, 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 land and 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 generally 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 lands that are demonstrated to be environmentally sensitive. 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.

ANALYSIS OF CITYWIDE LAND USE ISSUES

Winter Park is a distinct community within the Central Florida area. It has an individual character with its abundant trees, brick streets and unique Central Business District. Cities and developers throughout the State try to import portions of Winter Park's style to their own areas. Winter Park is following its own course and is not trying to emulate other communities in the State.

One of the major challenges facing Winter Park is to maintain this distinctiveness and individuality in the midst of new development throughout the Orlando Metropolitan Area. The new homes being built are typical of most new development in the State. The commercial areas continue to be redeveloped and the City has begun to utilize design standards in order to improve the appearance of new commercial development in addition to regulating its form and function. This is especially important in the Central Business District (CBD) in order to maintain its unique character and appeal. As a result, the principal goal of the Winter Park Comprehensive Plan since its first adoption in 1976, that is to maintain Winter Park's pedestrian scale, character and integrity in the midst of Central Florida's rapid growth.

The City of Winter Park should accommodate its projected residential population growth and its non-residential growth in a manner that incorporates or maintains the following six objectives within the City's zoning, subdivision and other applicable land development codes:

1. Relate future growth and future land uses appropriately with topography, soil conditions and the availability of facilities and services;
2. Encourage the elimination or reduction of uses inconsistent with the City's character and future land uses;
3. Ensure the protection of natural resources, the natural environment and designated historically significant resources, structures and properties;
4. Discourage the proliferation of urban sprawl;
5. Ensure the availability of suitable land for utilities necessary to support proposed development; and
6. Encourage the use of innovative land development regulations and techniques.

Issue: Winter Park as a "True" City

Winter Park is more than a bedroom community. Winter Park has all of the land use elements that make it a true city. The City contains the full range of residential uses, a Central Business District, a regional Lifestyle Center destination (Winter Park Village), the Winter Park Hospital, Rollins College, small

industrial areas, public institutional and religious facilities, and an abundance of park and recreational facilities including a municipal golf course. Having the full range of land use types is one component that qualifies Winter Park as a true city.

Winter Park's residential uses range from lakefront estates to high rise apartments. The single-family neighborhoods within the City contain a variety of housing styles and values. The City's older neighborhoods have a combination of historic homes and new development.

Multifamily uses within Winter Park include duplexes, townhouses, garden apartments and high-rise apartments. The City also has a variety of group housing including retirement homes, nursing homes, adult congregate living facilities, and Rollins College resident facilities.

Winter Park also has a wide range of business uses. The City has a true Central Business District. The Central Business District is a compact commercial and office area with a pedestrian scale. The City has its strip commercial areas along major state highways.

There are also shopping centers such as The Winter Park Village and K-Mart Shopping Plaza. The City has industrial businesses located in the northern part of the City that include warehousing and light manufacturing.

Winter Park contains many types of public uses. Municipality buildings located throughout the City include City Hall, the Public Safety Complex, fire stations, Public Works Facility, and other support buildings. Health care facilities located within the City include Winter Park Memorial Hospital and its support services including the Wellness Center, the Diagnostic Center and the Cancer Care Facility.

The City contains two elementary schools, one Ninth Grade center, one high school and one adult vocational school which are a part of the Orange County School Board System. Rollins College and the Winter Park campus of Valencia Community College are in the City. In addition, there is a wide range of religious institutions in the City.

The City has an abundance of recreation and open space areas. These park areas include small neighborhood parks, community parks and larger regional parks. The recreation and open space areas of Winter Park help to create the aesthetic beauty of the City and as such shall be protected from development.

The demographics of the City's residents include significant ethnic and economic diversity. While the City of Winter Park is primarily and increasingly an affluent community, there are significant segments of the population who are at or below the median household income. As a result, Winter Park's residential development spans the range from Habitat for Humanity homes up to custom estate homes.

A primary goal of the Comprehensive Plan is that for the City of Winter Park to protect and maintain its identity as a true city. This will require a proactive effort to maintain the economic and ethnic diversity of the City as well as the land use diversity. These are all of the elements that make Winter Park a true city.

- The City should maintain its wide range of land use categories.

- The City has created a Hospital/Medical Arts land use overlay to appropriately address the existing development pattern and potential redevelopment of a regional hospital within the community.
- The City shall take a proactive position to maintain the ethnic and economic diversity of its population by implementing the affordable/workforce housing program outlined within the Housing Element.
- The City will explore a new Mixed Use Land Use Overlay to effectively implement potential mixed use development. This effort will be inclusive to assure that the community has the opportunity to have input into the entire process. This Overlay district will be accompanied by the necessary Land Development Code regulations.

Issue: Implementing Future Land Use Element

The Future Land Use Element of this Comprehensive Plan and the other Elements should provide the foundation, basis and rationale for all of the City's land development regulations and the Future Land Use Element should take precedence in establishing land development policies, regulations and the categories of land use within the City. The Future Land Use Element should govern and the City's land development regulations should implement the Comprehensive Plan.

Amendments to the Future Land Use Map should only occur if the City Commission determines that the proposed amendment ensures land use compatibility. The City should promote compatibility between adjacent land uses by regulating new development or redevelopment in the following ways:

- a. Require that appropriate open space, landscaping, and buffers, including but not limited to canopy trees, specimen trees, and shrubs, be preserved, protected and maintained between residential uses and nonresidential uses including parking lots. A combination of architecturally designed fences or walls in combination with aforementioned landscape plant materials shall be required to buffer potentially incompatible uses when the building mass, scale, and intensity of use, and adverse impacts are significant. These shall apply, except for mixed use projects incorporating residential and non-residential uses.
- b. The City shall establish conditional use procedures for managing specific locations, site plan characteristics, building intensity, as well as building size, mass, articulation, and other design features in order to minimize the adverse off-site impacts that are characteristic of specific conditional uses, including but not limited to: drive-in businesses such as banks and fast food establishments, vehicle repair or service operations, and restaurants serving alcoholic beverages. The purpose of conditional use reviews shall be to permit these types of business operations only if adverse off-site impacts related to on-street parking, traffic congestion, noise and other nuisance and public safety issues can be successfully mitigated.
- c. Ensure building projects mitigate any adverse off-site impacts on adjacent properties from overflow parking, noise, odor, lighting or vibration to the extent reasonably possible.

- d. Require that no grading or filling of land be permitted that causes additional runoff onto adjacent properties.
- e. Ensure permits are not granted for any conditional uses that have buildings located proximate to property lines such that necessitate the removal of trees shared by both properties.
- f. Ensure that property access does not cause traffic congestion or other situations that negatively impact access onto adjacent properties.
- g. Ensure that in all future zoning and land use decisions, a reduction in intensity or density or other appropriate design solution ensures that a smooth transition shall occur from nonresidential areas to residential or open space/conservation areas except for planned development projects incorporating residential and non-residential uses.
- h. Ensure that no structures or uses are permitted in or adjacent to the wetland conservation areas that will intrude on the natural environmental functions of these areas as safe and secure habitat.
- i. Implement wellhead protection policies which are specifically defined in Conservation Policies so that incompatible uses involving commercial or industrial businesses or the storage of any sewage or hazardous or toxic waste are not permitted within the protection zone.

The City's concurrency management system should provide, and the City should require, that facilities and services serving proposed development meet the City's adopted level-of-service standards and be available concurrent with the impacts of development, or that development orders and permits are specifically conditioned upon the availability of the facilities and services necessary to serve the proposed development.

The City shall, as a precedent to the issuance of any development order or building permits, require that services and facilities be concurrently available to meet the needs of that development and the development must meet locally established level-of-service standards for parks/recreation, drainage, sanitary sewer, and potable water.

The Future Land Use Map and Map Series should implement the text of this element and the Comprehensive Plan as a whole through the designation and categorization of land. All development, redevelopment and land use should be consistent with those designations and limited to the standards for densities and intensities of use as outlined in the Comprehensive Plan.

Public utilities which provide essential service to existing and future land uses authorized by this Plan should be permitted in all of the land use categories and should conform to appropriate location criteria.

The City's land use regulations should continue to prohibit mining or resource extraction activities since these business enterprises are in conflict with the character of Winter Park, and since these activities will result in an adverse effect on the environmentally sensitive areas of the City.

Issue: Single-Family Residential

Some 59% of the City's land area is devoted to, and zoned for, single-family residential use. A majority of the residential units in Winter Park are single-family homes in residential neighborhoods. Maintaining the character and quality of life for these neighborhoods is a prime focus of the Comprehensive Plan. There are several issues for these established neighborhoods.

One is the City's goal of maintaining its current attractive character in the neighborhoods. The City can directly control the public features such as the streets, sidewalks, parkways, trees, etc. There are established policies for these features. The City maintains its brick streets, its street trees, its sidewalks, prohibits parking on parkways, and through direct City involvement, works to maintain the current aesthetic attractiveness of these neighborhoods.

Private development within the single-family neighborhoods, however, can exert a larger effect on the character of a neighborhood. It is a factor which the City can only control indirectly through the enforcement of various land development codes. Winter Park has begun to experience significant amounts of redevelopment to single-family homes in developed neighborhoods. Winter Park's attractiveness and convenient location has produced abundant reinvestment and redevelopment to properties which contain homes built in the 1920's-1960.

Issue: Low-Density Residential Issues (R-2 property)

About 3% of the City's land area is devoted to and zoned for low-density residential use (R-2). These areas are developed to approximately one-half of their density capacity and therefore, offer the potential for redevelopment. Many of these residential areas are improved with a mix of single-family homes, duplexes, and small apartments. The recent trend toward townhouse construction is likely to continue in these areas.

Winter Park's land development regulations generally encourage redevelopment and renovation in these areas. Properties can be utilized individually as platted lots or as collectively aggregated lots at densities up to 10 units per acre. The City has placed restrictive controls on the height, size and coverage of these duplex and townhouse buildings and has the provision of off-street parking required. The City should continue to review its codes for low-density residential development to insure appropriate size, form and function are achieved.

Issue: Multifamily Residential Issues (R-3/R-4 property)

About 6% of the City's land area is devoted to and zoned for multifamily residential use. These areas are developed at approximately 85% of their density capacity while these areas present some opportunity for development or redevelopment, but the scarcity of sites, limits the potential.

Winter Park's multifamily districts are intended to provide the sites where, townhouses, apartments and other multifamily uses can be located. These types of multifamily residential complexes are also permitted in commercial and office areas as designated by the Comprehensive Plan. These commercial or office properties are more likely the future locations of multifamily apartment or condominium development in residential buildings or as part of mixed-use projects.

Currently, Conditional Use review of such multifamily development is specifically intended to determine appropriate building size which may be less than that permitted by code. Policies of this Comprehensive Plan are intended to legally support such limitations on density including the establishment of a floor area ratio allowed in the multifamily zoning districts. Additionally, it will be the policy of this Comprehensive Plan to establish separate Future Land Use designations for Medium-Density Multifamily and Maximum Density Multifamily uses.

Another multifamily land use issue that exists concerns the appropriateness of allowable conditional uses for bed and breakfast inns. These are residential uses of land, but at the same time they represent a commercial business use of residential property. One concern involves the appropriateness of these transient accommodations and their potential negative effect on adjacent permanent housing units.

Issue: Commercial and Office

About 12% of the City's land area is devoted to commercial and office uses primarily near the major arterial highways. The City contains an ample supply of land for commercial and office business such that employment levels within the City approximate the City's population and exceed the number of citizens in the typical working age groups. Winter Park is just as much a place to work as it is to live. The City's location, at the demographic center of the metropolitan area, makes Winter Park a prime location for commercial and office businesses. The prestigious address and location lead to the aforementioned demand for the growth of businesses into residential areas that are discouraged.

Commercial and office redevelopment will continue to be the trend and the method by which business expands and grows in Winter Park in the future. There will continue to be too few vacant parcels to satisfy demand so that commercial and office properties will be redeveloped in Winter Park to larger buildings and a more intense and profitable use. To the extent that the redevelopments do not adversely impact the City's traffic or level-of-service, this redevelopment of existing properties is encouraged by this Comprehensive Plan. Aside from the beneficial growth aspects provided through employment, sales, and tax base, the redevelopment should add to the aesthetic character of the City by replacing older buildings with more modern, attractive buildings. Redevelopment also brings these properties into conformance with the City's landscaping, storm water management, and sign regulations.

Commercial and office development and redevelopment has raised several land use issues and the extent of these is likely to grow in the future. In the 1980's, Winter Park's commercial and office development forced consideration of the issue concerning the height, size and density of business development. The City enacted a floor area ratio in a specific response to certain projects so that the scale of Winter Park's commercial and office buildings would be suburban and not urban. The 45% floor area ratio was planned to provide for sufficient land outside the building's footprint so that parking, landscaping and storm water management could be provided. The floor area ratio precludes the use of at grade parking decks or elevated parking structures to maximize building size, with such at grade or elevated parking areas required to be included within the Floor Area Ratio. Parking garages associated with private development have been extremely limited based on the 45% FAR and the need to count the garage as part of the project.

However, the City recognizes that urban planned development with parking garages on properties along the commercial corridors of the City may be appropriate if restricted to appropriate height and density and limited to specific geographical areas. To address that scenario the City in the adoption of the 2009

Comprehensive Plan added Planned Development future land use designations and then also subsequently adopted PD-1 and PD-2 zoning districts for implementation of those future land use categories. Those development codes together with the height limits established in this Comprehensive Plan were intended to foster appropriate commercial redevelopment compatible in scale and density. However, for various reasons, those future land use designations and zoning districts remain unused since 2009. An attempt to revise the policies was not embraced by the community and subsequently not adopted by the City Commission. As a community that wants to ensure quality development, the rationale was based on a lack of information about the implementation of the changes. This Plan repeals these two Future Land Use categories. Recognizing the statutory requirements to address the need for a Mixed Use Future Land Use category that promotes compact urban development through several types of uses, the City will be exploring a new Mixed Use Overlay along several commercial corridors in the City. Any new policies that come from this study will be adopted through the Comprehensive Plan process and will be accompanied by the appropriate Land Development Code regulations.

The City's land development regulations also strive to minimize off-site impacts from business on adjacent properties. For that reason, several business and office uses are conditional uses. These include all types of drive-in businesses, from banks to fast food, all vehicle repair or service operations and also some restaurants serving alcoholic beverages. The purpose of these reviews is to permit these types of business operations only when they will have minimal off-site impacts in terms of on-street parking, traffic congestion, noise and other nuisance and public safety considerations.

Another commercial land use issue continues to be the appropriate location of vehicle and boat sales operations. While this type of business is accepted as a necessary component of the City, there continues to be at issue the appropriate locations of these businesses throughout the City. The general policy is to concentrate car and boat sales in the northwest section of the City and to concentrate vehicle repair businesses outside the City core.

Issue: Central Business District (C-2 property)

About 1% of the City's land area is devoted to the downtown Central Business District (CBD) which is bounded by Swoope Avenue to the north, Knowles Avenue to the east, Comstock Avenue to the south and New York Avenue to the west. This area includes the Park Avenue Corridor, one of the premier downtown retail shopping districts in Florida, with its special character: a combination of the pedestrian scale of the buildings, the eclectic mix of architectural styles, the open space vistas of Central Park and the predominance of small, distinctive specialty shops. The land development and zoning regulations for this area permit the most density and intensity and as such are so different from the other commercial and office business areas of the City that an individual future land use designation is necessary so as to distinguish where these regulations apply. Also, while located outside the traditional CBD, the CRA Plan has encouraged similar development to occur in the Hannibal Square Neighborhood where commercial, office and residential buildings are permitted with the maximum building coverage and minimal setbacks as is appropriate in an urban downtown core setting. This adjunct to the CBD includes those properties located on Morse Boulevard between Capen Avenue and Virginia Avenue, along New England Avenue between Pennsylvania Avenue and New York Avenue, on Pennsylvania Avenue between Garfield Avenue and Lyman Avenue and on Hannibal Square, East. Appropriate size, scale and height are issues that have and will continue to generate considerable public discussion.

The CBD and the C-2 zoned portions of the Hannibal Square Neighborhood are the locations where commercial, office and residential buildings are permitted with the maximum building coverage and minimal setbacks as is appropriate in an urban downtown core setting. Appropriate size, scale and height are issues that have and will continue to generate considerable public discussion. One conclusion is the use of C-2 zoning and the scale or size of buildings that are permitted is only appropriate in the downtown core CBD and portions of the Hannibal Square neighborhood specified in the CRA Plan. As such, policies of this Comprehensive Plan prohibit the use of Central Business District (C-2) other than in those locations.

- The City of Winter Park should maintain the charm of the City's Central Business District's "village" ambiance comprised of compact offices and one of the premier shopping districts in Florida by preserving the eclectic mix of architectural styles that allows offices, unique retail shops and upstairs residents to coexist in a charming manner that is emulated by cities everywhere.
- The City should preserve the pedestrian scale and orientation of the Park Avenue Corridor and the Central Business District as a whole, through the C-2 future land use designation and through limitations on building heights, as shown on the Maximum Height Map not to exceed three stories (including additional mezzanine levels) where permitted, and by prohibiting new drive-in businesses within the C-2 zoning locations.
- The City should not permit the use of the Central Business District (C-2) zoning in any location outside of the Central Business District except on properties fronting on New England and Pennsylvania Avenues, Morse Boulevard and Hannibal Square, East as designated in the Comprehensive Plan.

The City shall maintain the character 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. The Comprehensive Plan identifies the specific character of sub-areas and corridors within the CBD and its environs, including their function and form, density and intensity, building height, mass, articulation, and fenestration, as well as building relationships to each other and to the street. The Comprehensive Plan shall impose a two story height limit in certain areas designated CBD on the Future Land Use Map but these height restrictions may be exceeded to a maximum 3 stories height limit if the development is approved by the City Commission as a Conditional Use. The maximum floor area ratio within the CBD may not include public parking garages in calculations of floor area. 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.

- The City shall not permit the use of the Central Business District Future Land Use designation or the Central Business District (C-2) zoning in any location outside of the Central Business District except on properties in conformance with the Comprehensive Plan as defined below. Specifically, the City shall limit the use of the Central Business District future land use designations and CBD (C-2) zoning district to those properties:

1. West of Knowles Avenue, south of Swoope Avenue, north of Comstock Avenue and east of and including the New York Avenue Corridor and
2. Abutting Morse Blvd between Capen and Virginia Avenues, and
3. Abutting New England Avenue between Pennsylvania and New York Avenues, and
4. Abutting Pennsylvania Avenue between Garfield and Lyman Avenues, and
5. Abutting Hannibal Square, East

Issue: Industrial

About one-half of one percent of the City's land area is devoted to industrial uses which are concentrated in the northwest section of the City. The City contains an ample supply of land for industrial purposes which generally include warehousing and light manufacturing. Given the retail, commercial, office and service industry domination of the local economy, there is minimal need for any expanded areas of industrial uses. However, the City should strive to maintain its light industrial areas as it completes the economic mix and reflects the City's economic diversity.

Issue: Institutional

Some 7% of the City's land area is devoted to these public and private institutional uses. As there is a natural inclination with public service entities to provide ample and additional land for these users that directly or indirectly benefit and serve the City's residents. The issue for this group of institutional uses is to appropriately balance their need for growth and development to better serve their public with the interests of adjacent property owners. The balance is achieved by minimizing off-site impacts from traffic, parking, noise, etc. and allowing these uses or their expansions when these off-site impacts are manageable and when height and size of the requested development is compatible with the surrounding area. Recent utilization of public properties for joint public/ private development has been the subject of extreme opposition from the citizenry. It will be the policy of this Comprehensive Plan to facilitate referendums on such developments and the deletion of the residential use of Institutional properties.

- Since any new community service facilities or expansions can only occur through conditional uses or future land use changes, these types of facilities, such as public governmental buildings, public schools, colleges or universities, public utility facilities, public parking lots, churches, museums, libraries, retirement and nursing homes, hospitals and non-profit community service facilities (excluding private clubs and lodges), should be exempted from the other policies in this element which discourage land use plan changes so that appropriate future sites may be established that will provide these public services and their benefits.
- New community facility uses or expansions should be permitted only when those facilities or uses are compatible with the character of the surrounding area, and when there is minimal additional impact over that possible by existing land use, for such factors as traffic, parking, noise, height and size of the facilities.
- The City shall identify and designate existing school sites as "Institutional Use" on the City's Future Land Use Map.

- The City should maintain a Vacant Land Map to assist in identifying undeveloped parcels of property.
- The City has included in this Comprehensive Plan, a Public School Element as required by the State.
- The City shall accommodate the enhancement and redevelopment of the Rollins College campus to the extent that such redevelopment is compatible with the height and density of surrounding properties and is in compliance with our Land Use Development Codes.
- The City shall accommodate the enhancement and redevelopment of the Winter Park Hospital campus and their administrative properties as a paramount public service purpose. As necessary, notwithstanding other policies and density or height limitations of this Comprehensive Plan, the City Commission shall be empowered to permit the additional density and height of the Winter Park Hospital facilities including administrative office buildings as necessary to insure and compliment their public health service mission and the needs of administrative staff, pursuant to the conceptual Master Plan adopted by the City Commission.

Issue: Open Space, Recreation, and Conservation Issues

Some 10% of the City's land area is devoted to open space, passive and active recreation uses, and conservation land. These include public and private parks, recreation areas, cemeteries, and wetlands which should be precluded from development other than for park and recreation purposes. This land use classification includes land used for both passive or active recreation, and conservation purposes. Land designated as parks and open space would also preclude its use for streets or roads. Including the area of the City's lakes as open space, some 27% of the total area of the City is devoted to this use. The land use issues for these areas include maintenance of these lands for their aesthetic, environmental and recreational value, the appropriateness of buildings on these land areas and the protection of the City's recreation lands from negative impacts and encroachment of adjacent development. These issues are discussed in detail in the Recreation and Open Space Element, and the Conservation Element.

- The City shall protect parkland, recreation facilities, and conservation areas from the negative impacts of adjacent development. To this end, the City shall consider adopting a Park Overlay Zone. Within one year after adoption, the City Commission shall determine the feasibility of this overlay zone. If deemed, desirable, the Parks and Recreation Board shall provide a draft ordinance to the City Commission to accomplish the following:
- Ensure that development of private property adjacent to parks, recreation and open space is compatible with their continued enjoyment;
- Protect park resources from visual and physical impacts that may be associated with development of private property near designated parklands;
- Preserve the habitat values of parks.

Issue: Design and Architectural Review

One of the land development controls frequently discussed for addition to the City's repertoire is design or architectural review. There has been a mixed reaction to this concept because Winter Park contains such a diverse and eclectic mix of building types and styles, and due to the potential subjective nature of such reviews. Still there remain other public benefits that appear only to be achievable through such a design or architectural review. These include the exclusion of building styles that are inappropriate to the surroundings, the ability to achieve compatibility in design within neighborhood context and the ability to provide for consideration of special circumstances involving specimen trees or other natural features. This approach to land development regulation is one that the City should continue to consider and evaluate for its potential addition to the codes.

The City shall periodically update regulatory procedures designed to enhance the quality of architectural design, achieve more compatible relationships in the design of buildings, avoid unsightly appearance, avoid structural incompatibilities, and avoid inordinate contrast in building mass, scale, height, articulation, and other design features. The desire is to achieve a beautiful, pleasant, principally village scale pedestrian orientated community by fostering and encouraging good design, pedestrian connectivity, landscaping and buffering, harmonious building colors, materials and signage, outdoor lighting photometrics, and good proportional relationships in design of building mass and scale. The desired design shall allow for individual styles and variety compatible with the historically accepted character of Winter Park. These design review considerations shall also be applied to ensure that proposed development near the perimeter of a Future Land Use Map designation as well as proposed development located near the perimeter of a zoning district boundaries have a land use density and/or intensity as well as design features such as cited herein which promote a smooth land use transition and compatible land use. The City shall apply special review procedures to such properties to ensure that proposed "edge" development has a land use density and intensity as well as design features that foster a smooth and compatible transition in building appearance and design.

Issue: Residential to Non-Residential Land Use Change

Since the original adoption of Winter Park's Comprehensive Plan in 1976, one of the most often cited principles of that plan is the City's intention to protect residential areas from non-residential encroachments. In simpler terms, it means the conviction to resist requests to rezone residential properties to office, commercial or other non-residential uses and this continues to be one of the more important land use policies of this Comprehensive Plan.

Over the past years it has been extremely difficult for property owners to overcome this policy and successfully obtain a residential to business land use change. The task involves proving that the change is necessary, that the change will not become a precedent that the change is in the best interest of the public at-large, that the change is in the best interest of the adjacent neighborhood, and that residential is not a viable use. Few have been able to successfully prove those points and it is unlikely that many applications will successfully meet these criteria in the future. These criteria continue to be important considerations in these judgments and as such have also been incorporated in the City's land use policies.

- The City shall require that any change in land use designation from residential to non-residential should verify the following points:

1. That there does not exist in the general area sufficient developed or undeveloped land of the proper land use designation so as to allow the proposed use;
2. That this change shall not be a precedent toward other similar applications for change requesting similar land use as a matter of equity or fairness;
3. That the change can be demonstrated to be in the best interests of the City at large;
4. That the change can be demonstrated to be in the best interests of the adjacent residential area;
5. That residential use of the property is no longer a viable use.

Issue: Maintaining the Scale and Character of Neighborhoods

Winter Park as a substantially developed community will continue to experience redevelopment within the established residential neighborhoods. This involves the demolition of existing residential structures and the rebuilding of replacement buildings along with substantial renovation and addition projects to existing buildings. This redevelopment activity is essential to the City for it replaces and upgrades older structures and it can be beneficial to the City to provide the attractiveness and incentive for this substantial reinvestment.

Winter Park's goal is to accommodate this redevelopment activity in a manner that does not produce new residences which substantially alter the scale or character of a street. The aim is to restrict home sizes so they do not visually overpower the natural features or amenities in a neighborhood, but instead compliment those features. Winter Park regulates the degree and scale of development on single-family properties through the use of the typical tools of setbacks, height limits, lot coverage restrictions and impervious coverage restrictions. Winter Park is unique in Florida in that the City also utilizes a floor area ratio limitation for single-family and townhouse buildings. The floor area ratio, as a proportional restriction on total building area to total land size area, achieves a balance between the size of the structure and its total mass, with the size of the land available for the structure.

It is likely that the City's residential development standards will undergo periodic review and change in response to this goal of maintaining a proper scale and balance of structure to land, and to achieve a neighborhood character that is dominated by trees, landscaping, lawns and open spaces versus domination by buildings, driveways, and other structures. As development trends change, as architectural styles evolve and as the private marketplace desires change, the City will need to regularly adjust its residential development standards. Thus, there is an acceptance and recognition in the Comprehensive Plan that achieving the goals of preserving the character of our neighborhoods is an evolving process versus a single set of standards that will remain inflexible throughout the time horizon of this Comprehensive Plan.

- New development and redevelopment shall occur in a manner that preserves the elements of the existing neighborhood character that provide the attractiveness and incentive for this substantial reinvestment.

- The City shall regulate the degree and scale of development on single-family properties through the use of the typical tools of setbacks, height limits, lot coverage restrictions and impervious coverage restrictions. Winter Park shall continue to apply a floor area ratio in managing the size, building mass, and design features of single-family and townhouse buildings.
- The City shall review its residential development standards as new issues are confronted in maintaining a proper scale and intensity among adjacent uses in order to retain Winter Park's "village" character.
- Maintaining the character and quality of life for these neighborhoods shall continue to be a major policy of the Comprehensive Plan. The City shall maintain the quality and attractiveness of public infrastructure and public property such as streets, sidewalks, parkways, street canopies, and plants on public property.
- The City shall update its Land Development Code to ensure that the scale and character of new development/redevelopment is compatible with existing single-family neighborhoods. The City Planning Commission and City Commission shall continue to develop more stringent land development codes as needed to avoid the adverse impacts of increased Commercial and/or High-Density Residential development adjacent to historically Single-Family or Low-Density Residential neighborhoods.

Issues: Subdivision Regulations

One other land use issue is the request for lot splits within single-family residential areas. As the value of these properties have increased, there is additional interest in subdividing larger single-family properties so as to obtain additional building sites, which often are made with lot size variances. The City's policy on these subdivision or property split proposals has been to allow property splits when the new lots will be of a density or size that is comparable to the existing conditions in the surrounding neighborhood unless the subdivision is of a lakefront estate property as outlined below. This analysis of the density (frontage and lot area) of existing properties within a 500-foot radius is referred to as the Comprehensive Plan test. Adherence to this Comprehensive Plan takes precedence over meeting the Zoning Test of conformance to the district's minimum lot sizes. However, the result over the years has been a steady lot of the larger home sites that are homogenized down to the smaller lot size averages and thus the loss of a mix of home site sizes in neighborhoods. As a result, this Comprehensive Plan is removing that pathway to variances so that existing neighborhoods can maintain the variety of lot sizes.

Historically, Winter Park is a distinct residential community in part because of the existence of large estate properties. These existing estates, many with historical or architectural significance, provide a character that in turn creates value throughout the surrounding neighborhoods and the community. Thus, their preservation maintains the attractive character of Winter Park that helps to set it apart from other cities in Florida. The existence of large estate properties dispersed throughout Winter Park adds great attractiveness, appeal and value to residents and potential buyers as contrasted with newer more uniform homogenous subdivisions. In order to protect these features and values and preserve neighborhood character, the City shall not consider or approve any subdivisions or lot splits of estate lots (one acre or greater) within areas designated single family residential unless the resulting subdivision creates lots of one acre or greater in size.

Furthermore it is a policy of the City and of this Comprehensive Plan to maintain the diversity of sizes of lakefront properties and estates and to prohibit the subdivision or split such properties on the lakefronts. The City shall preserve low densities along the City's lakefront property, including larger lakefront estates in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida.

Issue: Lot Consolidation Regulations

Many neighborhoods and streets within the City of Winter Park are comprised predominately of homes on smaller, 50-60 foot lots. Given the attractiveness of these neighborhoods and streets a small minority of property owners have shown a desire to consolidate or combine two or three smaller lots into one larger property in order to build a bigger home. This can create a very large new home on a street where the existing character is smaller, more modest homes, given their smaller property sizes. As a result, the City adopted land development regulations which would require City Commission approval for the consolidation or aggregation of residential lots in order to preclude the formation of lot sizes and resultant larger building sizes that may be out of scale and size with existing street or neighborhood character. Lot consolidations resulting in new lot sizes greater than 150% of the lot width and lot area standards shall require the approval by the City Commission. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

Issue: Lakefront Land Use

The lakes within Winter Park are one of its greatest assets. Their contribution toward the enhancement of the quality of life in Winter Park can often be underestimated. Thus, the preservation and conservation of these water resources is of paramount concern to all present and future residents of Winter Park. To this end, control of the character, quality and density of lakefront land use is critical for both the enhancement of the lakes themselves and the surrounding neighborhoods.

In this light, the City of Winter Park recognizes that the lowest density residential land use should be encouraged around the lakes. Environmentally, this is a wise course of action because the availability of open space allows for the increased retention and percolation of storm water runoff which is the biggest threat to the water quality of the lakes. The low-density also aids in the increased recharge of groundwater.

Encouraging only the lowest density of residential uses around the lakes also serves to enhance their aesthetic appeal. Limiting lakefront density reduces the number of homes, boathouses, and docks which increases the natural appearance of the lakefront. These waterfront structures can also diminish the natural lake edge habitat that provides food and shelter for a wide range of aquatic wildlife. Limiting lakefront residential density also means fewer boat-oriented impacts on the lake.

Limiting lakefront density also helps to preserve many existing estate properties. Traditional subdivisions occur throughout Orange County, with Winter Park a unique residential community in part because of the existence of large estates. These existing estates, many with historical or architectural significance, create an intangible value that in turn creates value throughout the surrounding neighborhoods. Thus, their preservation maintains the unique character of Winter Park that helps set it apart from other cities throughout Florida.

Accordingly, when lakefront properties or estates are proposed for subdivision or building that would increase the present density, the City should determine whether these actions are in the best interests of the City's residents and ecology of the lake. Any areas undeveloped should conform to the maximum lot sizes and frontages by the applicable Comprehensive Plan policies and zoning classifications. The development of other lakefront should include policy provisions for public access of a low intensity nature (excluding boat ramps for power boats), and public visual access so that the public may share in the beauty of these lakes with minimal environmental impact. Finally, assurances of the proper maintenance of the lakes and lake frontages should be guaranteed by site plan conditions.

The City shall preserve the lowest legally density along the City's lakefront property, and preserve lakefront estates having historical or architectural significance, in order to perpetuate the unique character of Winter Park that helps set it apart from other cities throughout Florida. Accordingly, when lakefront properties or estates are proposed for subdivision or building that would increase the present density, the City shall require applicants for such development to demonstrate that each of the five conditions stated below affirmatively apply to the subject property:

- 1) The development is in the best interests of the City's residents;
- 2) The lot configurations and design of improvements are consistent with best management principles and practices for preserving the ecology of the lakefront, water quality within the lake, and the lake bed habitat;
- 3) Any existing undeveloped areas shall conform to the maximum lot sizes and frontages required by the applicable zoning designation and Comprehensive Plan policies;
- 4) Any development of large tracts shall include provisions for public access of a low intensity nature (excluding boat ramps for power boats), and public visual access so that the public may share in the beauty of these lakes with minimal environmental impact; and
- 5) The plan includes a perpetual maintenance agreement that ensures the perpetual maintenance of the lakes and lake frontages.

Issue: Lakefront, Canalfront or Streamfront Lot Building Reviews

Winter Park has recognized the importance of waterfront land use by empowering the Planning and Zoning Commission to review and approve plans for construction on waterfront properties due to environmental sensitivity of these properties and factors involved with sloping sites and floodplain concerns. There are several objectives that are components of these site and building plan reviews including the preservation of trees, the protection of the natural waterfront environment, the sensitivity of the scale and design of the house to the slope of the site and the surrounding properties, the protection of views to and from the water and the provision of stormwater retention and percolation. In order to accomplish these objectives it is important and essential that the Planning and Zoning Commission have the ability to place conditions on any approval and to impose more restrictive requirements and development standards as necessary.

- The City shall require that the Planning and Zoning Commission review and approve plans for construction on waterfront properties due to the environmental sensitivity of such properties, including surface water management consistent with best management principles and practices, water quality control, public safety and reduction of boating hazards, preservation of waterfront views, control of shoreline slope, suitability of soils for development and impacts of development on

soil conditions and topography, elevation of water bottom, impact of development on aquatic habitat, and retention of natural shoreline appearance and vegetative cover including tree coverage. The Planning and Zoning Commission shall have the power to apply specific conditions to development approvals for waterfront lots in order to ensure that future development is consistent with best management principles and practices and properly addresses objectives herein stated within this policy or other policies incorporated in the Comprehensive Plan and Land Development Code. Similarly, the Planning and Zoning Commission shall have the power to require scientific data describing existing and proposed characteristics of the site, land forms, water quality, and structural components.

- The City shall restrict lakefront development outside of the floodplain and lake setback areas around the lakes to the lowest density residential land uses with the corresponding lot coverage and impervious coverage.
- The City shall not approve the subdivision of lakefront properties unless the proposed subdivision is for the lowest density residential use, and contains lots which are comparable in size, both frontage and area, to those existing on the lakefront within a 500 foot radius of the subject property.
- Lakefront areas that are undeveloped but previously platted and in common ownership combine lots so as to conform to the minimum lot sizes and frontages required.
- Where legally defensible, the development of large unplatted lakefront tracts shall include provisions for public access of a passive nature and public visual access along with agreements for the proper maintenance of these areas.
- The Planning and Zoning Commission shall have the discretion within the general standards of reasonableness and fairness to place conditions on any lake or canal lot construction plan approval and to impose more stringent and restrictive requirements and development standards due to the environmental sensitivity of these properties. For example, the City may require access easements to accomplish a public purpose, preservation of trees (especially heritage trees), and control over density to ensure compatible density with surrounding lakefront development and necessary measures to protect and preserve water quality and unique features of the environmentally fragile environment.

Issue: Development of Multi-family Residential, Commercial, Office, and Urban Use Areas

- The City shall encourage the development or redevelopment of multi-family, residential, and commercial and office properties, that are consistent with the Future Land Use Map when deemed compatible for scale and density. Such development shall not exceed the maximum building stories or floor area ratio incorporated in this Comprehensive Plan. Mezzanine levels shall not be permitted in addition to the number of stories indicated.
- The City shall encourage a stable residential customer base by prohibiting the allowance of time-share or other fractional ownership of residential units.

- The City shall encourage single detached homes as opposed to apartments and condominiums by strongly discouraging Future Land Use Map amendments from Single-Family Residential or Low-Density Residential to Medium or High-Density Residential

Issue: Development of Flood Prone Areas

Florida Statute requires an analysis of the proposed development and redevelopment of flood prone areas. Winter Park is fortunate in having only a minimal degree of areas with flood hazards. The City has adopted floodplain management regulations to protect flood prone areas, to protect the safety of the citizens, and to minimize public and private loss from flood conditions. Winter Park is a participant in the National Flood Insurance Program which provides flood insurance to home owners and businesses. The City has general regulations for all floodplains and specific regulations for the stream floodplains. The general floodplain regulations require that new construction in the floodplain must have the lowest floor above the 100-year flood elevation, and place restrictions on the materials and types of construction permitted. In addition to floodplain regulations, the City also has a minimum fifty foot lakefront setback and site plan review for all lakefront and canal front construction.

The City's stream floodplain regulations prohibit filling in the wetlands, and require a conditional use approval for construction in these areas. In addition, no encroachment, fill, or other new development is allowed in the floodway areas directly adjacent to streams. Development of flood prone areas is addressed on a site by site basis as part of the site plan review or conditional use process.

- Policies in the Conservation Element for managing environmentally sensitive natural systems such as wetlands, lakes, shorelines, aquifer recharge areas, threatened or endangered habitat and other sensitive resources shall be carried out through applying best management principles and practices. These and other natural resources identified in the Conservation map series shall be protected and/or preserved pursuant to goals, objectives, and Policies established in the Conservation Element of the Comprehensive Plan. In addition, the LDC shall provide more detailed procedures and performance criteria to implement conservation and natural resource protection. This LDC shall also provide for wetland preservation consistent with the requirements and regulations of the St. Johns River Water Management District and the FDEP.
- The City shall apply best management principles and practices in managing stormwater runoff and prevent adverse impacts on water quality. Winter Park shall continue to be a participant in the National Flood Insurance Program which provides flood insurance to home owners and businesses.
- The City shall enforce its adopted floodplain management regulations which require new construction within the floodplain to construct the lowest floor above the 100 year flood elevation, and place restrictions on the materials and types of construction permitted. In addition to floodplain regulations, the City shall enforce a minimum fifty (50) foot lakefront setback and require site plan review for all lakefront and canal front construction.
- The City shall prohibit filling in stream front wetlands and shall require a conditional use approval for any type of allowable construction in such areas. In addition, no encroachment, fill, or other new development shall be permitted in a floodway. Development of flood prone areas shall be addressed on a site by site basis as part of the site plan review or conditional use process.

- The City shall coordinate with the State, the St. Johns River Water Management District, the East Central Florida Regional Planning Council, Orange County, state agencies, and other agencies concerned with managing natural resources. Such intergovernmental coordinating activities shall be directed toward protecting the values and functions of respective natural systems.

HISTORIC, ARCHITECTURAL, SCENIC, CULTURAL, AND ARCHAEOLOGICAL RESOURCES

The State Comprehensive Plan statute requires local government comprehensive plans to identify historical properties on the future land use map and to address historical housing resources in the Housing Element. In recognition of the value of Winter Park's historical and scenic resources the City's distinctiveness and individuality, this section addresses these historic resources, and it is intended to guide positive action by the City and its citizens, in partnership, to conserve the visible representations of the City's heritage.

Residents and visitors alike recognize the distinctive historic character and ambiance of Winter Park, which can be attributed to both the planning and foresight of its founders and the civic dedication of the residents who have been its stewards over the years. The historic character of Winter Park provides the foundation for the City's unique sense of place, outstanding quality of life and high property values. The very desirability of Winter Park's historical residential neighborhoods and Central Business District attracts the greatest threats to their integrity; inappropriate remodeling, demolition, and new construction that are not in keeping with the scale and character of the existing context.

The historic preservation aspects of the Comprehensive Plan must be based upon data. A group of volunteers from the Orlando-Winter Park Junior League conducted a survey in the mid-1970's under the direction of the Florida Division of Historical Resources. A number of buildings were recorded with the Florida Master Site File, and a driving tour was published in 1980 by the League. A second, more formal collection of historical resources data took place with a 1986 overview survey that focused on properties built prior to 1930. An architectural analysis identified frequently occurring architectural styles and building materials. The *Historic and Architectural Survey Report* prepared by Florida Preservation Services provided Florida Master Site File information on approximately 400 buildings. The 1986 overview survey focused primarily on the contexts of Florida's Post-Reconstruction Period (1877-1897), Turn of the Century Period (1898-1918), and Land Boom Period (1919-1929). The report also identified historic scenic features of the City such as the characteristic streetscapes with narrow, often brick streets, lined with canopy forming oak trees, the surviving orange groves, and the City's several lakes lined with estate homes on large lots. The preservation plan proposed in the survey report included recommendations for National Register nominations, historic landmark building designations and historic districts.

The City of Winter Park updated its survey of historical resources in 2000-2001. The survey report entitled *Architectural Survey and National Register Evaluation* by GAI Consultants found that 42 previously identified historic resources had been demolished. The survey added 245 additional historical resources built prior to 1950 to the Florida Master Site File. The updated survey included the identification of resources potentially eligible for listing on the National Register of Historic Places. The survey report included an additional historic context for the Depression and Post World War II Period

(1929 – 1950). A survey update should take place approximately every ten to fifteen years in order to most efficiently organize the City’s historic contexts and development pattern history.

The City should participate in the Certified Local Government (CLG) program administered by the State of Florida by maintaining a preservation ordinance complying with state and federal requirements, filing required reports, participating in training workshops for staff and preservation boards, and applying for CLG grants to fund qualifying historic preservation projects.

ECONOMIC DEVELOPMENT

The City wishes to diversity the local economy and improve economic and employment opportunities for Winter Park residents. As such, the City’s role is to create an environment for economic development opportunities that will benefit city residents. The city’s business climate should encourage the creation, expansion, and retention of businesses within the community as well as provide an attractive environment for relation to Winter Park. Creating a positive economic environment requires

Geographic Context: The City of Winter Park was established in the late 1880’s as a destination resort for northern investors looking for a warmer climate. Since that time, the city has become known for an active and thriving downtown retail core, desirable neighborhoods, a broad spectrum of cultural events and an exceptional quality of life.

This quality of life is driven by several strongly defined market segments which includes retail and office development with limited warehouse activities. This development pattern has been spurred by the redevelopment of the Park Avenue and the Hannibal Square area as well as the revitalization of the Winter Park Village along US Highway 17-92.

The city is also home to several large employers outside of the retail sector, including Bonnier Corporation, Rollins College and Florida Hospital Winter Park. Vacancy rates remain healthy and continue to be some of the lowest in the region.

Looking at a more regional picture, Winter Park competes with employment centers in the region such as Downtown Orlando, Maitland, Lake Mary/Heathrow and Millenia/Metrowest markets which are all located along the I-4 corridor, also called the Florida High Tech Corridor.

Over the years many, articles and travel pieces have been written about Winter Park including a 2009 National Geographic piece ranking Winter Park in their list of the world’s top historic destinations for their fifth annual “Places Rated” survey. Many qualify Winter Park as a “hidden gem” and a great place to shop, dine and visit. This has encouraged and accommodated the community redevelopment effort along the downtown corridors.

Employment: For the employed population 16 years and older, the leading industries in Winter Park were educational services, health care, and social assistance which accounted for almost 25% of the workforce, while professional services and finance lead industries accounted for 19% and 11% respectively. Overall, the top four industries represent two-thirds of the city’s employment base.

Table 1-5: Employment by Industry		
Industry	Number of Employees	Percent
Agriculture, forestry, fishing and hunting, and mining	38	0.3%
Construction	638	5.2%
Manufacturing	508	4.1%
Wholesale trade	279	2.3%
Retail trade	1,149	9.3%
Transportation and warehousing, and utilities	210	1.7%
Information	396	3.2%
Finance and insurance, and real estate and rental and leasing	1,305	10.6%
Professional, scientific, and management, and administrative and waste management services	2,354	19.2%
Educational services, and health care and social assistance	3,040	24.7%
Arts, entertainment, and recreation, and accommodation and food services	1,599	13.0%
Other services, except public administration	516	4.2%
Public administration	257	2.1%

Source: U.S. Census Bureau, 2009- 2014 American Community Survey 5-Year Estimates

Economic Clusters

In 2009, the City of Winter Park participated in a cluster study to determine which industries were concentrated within Winter Park. Using information from InfoUSA, a data collection and distribution company, the study determined a higher concentration of businesses with six different backgrounds. A cluster can also be referred as location quotients (LQ) as a unit of measure. An LQ of over 1.0 signifies a higher concentration of business or employment sector. The table represents the top clusters identified in 2009. In 2014, staff worked with a consultant to re-engage in an LQ study for the purposes of trending monitoring and evaluating the economic health of the area. These values are also tabulated in the chart. In both years, clusters were referenced to the United States as a whole.

Table 1-6: Location Quotient			
Industry	2009 LQ	2014 LQ	Compound Annual Growth Rate (CAGR)
Education and Knowledge Creation	2.08	4.33	4.4%
Real Estate and Development	4.80	2.30	-4.6%
Arts and Culture	4.00	3.14	3.3%
Health Care Services	1.75	2.32	3.9%
Financial and Professional Services	2.43	2.49	-1.0%
Creative Services	10.14	11.43	-1.9%

Source: InfoUSA, GAI Consultants. 2015

Education and Knowledge Creation includes education at all levels along with research and development activities. This cluster does not create wealth, but knowledge. Real Estate and Development is comprised of Construction, Real Estate and the technical support businesses necessary to support construction. Arts and Culture includes performing arts, museums, promoters and culture related agents. Health Care Services contains hospitals, diagnostic labs, and general medical practice. Financial and Professional Services are comprised of financial institutions, banks, accounting firms, and insurance companies. Creative Services cluster is a combination of various industry sectors that rely upon “creative” talent. These include, but are not limited to, advertising, digital media, graphic design and interior design firms.

The Department of Economic Opportunity (DEO) provides employment growth projections for each county in the state of Florida. While the data does not reach the municipal level, it is an important indicator as a reference to jobs growing in the region is a reflection of local employment growth.

Table 1-7: Orange County Employment Growth Projection		
Industry	2015-2023 Change	
	Total	Percent
Agriculture, forestry, fishing and hunting, and mining	-243	-8.9%
Construction	9028	28.7%
Manufacturing	440	1.6%
Wholesale trade	4472	15.4%
Retail trade	13,437	15.8%
Transportation and warehousing, and utilities	1512	6.2%
Information	707	3.9%
Finance and insurance, and real estate and rental and leasing	6457	13.7%
Professional, scientific, and management, and administrative and waste management services	22,328	16.3%
Educational services, and health care and social assistance	23,816	27.7%
Arts, entertainment, and recreation, and accommodation and food services	27,147	14.2%
Other services, except public administration	4998	13.7%
Public administration	10,445	13.9%

Source: Florida Department of Economic Opportunity

These three tables provide a unique outlook on the economic landscape of Winter Park and the region. The top four industries for Winter Park provided in table 1-X are represented well in the LQ chart including ‘Education and Knowledge Creation’ and ‘Creative Services’. Compounding this analysis further, the city’s top four industries also show tremendous growth potential at the county level over the next five years.

Arts and Culture: An important component to the city’s continued arts and cultural development is the growth of tourism. In 2005, Americans for the Arts completed a survey and estimated that over 700,000 cultural tourists visit the city annually. The Winter Park Art Festival attracts the largest number of tourists interested in arts and culture with an estimated annual average of 300,000 visitors during the three day event. The Charles Hosmer Morse Museum of American Art averages 65,000-80,000 visitors per year, while the Polasek Sculpture Gardens and the Cornell Fine Arts Museum at Rollins College have a combined attendance of about 45,000 visitors per year.

As regional tourism becomes more a part of its economic foundation, it is important of the city monitor, support, and assist that it continues to provide as an effective means for commerce for the public and

business communities. The city will provide this through several means including exploring economic benchmarks, conduct studies when appropriate, and assemble demographic profiles as quantitative tools for sound decision making.

Public Infrastructure: The ability of a community to attract and sustain economic development depends on the quality of the community's infrastructure. Infrastructure includes roadways, drainage, stormwater facilities, water and wastewater systems, electric distribution, solid waste collection, schools, parks, and any other facility that is basic in daily life. These facilities support community life and economic development. Other elements of this plan provide details on City activities in these areas. However, it is important to understand that economic development touches each one.

City Partnership and Intergovernmental Coordination: The City of Winter Park works with many public and private entities for the purposes of leveraging resources and for the mutual benefit of those partners and the community. It is critical that the city work with these partners to ensure the economic sustainability of the community is provided in a balanced manner consistent with the charm and unique quality of life of the city and the growing demand for resources of the region.

With assistance from the City and Orange County, the Winter Park Community Redevelopment Agency participates in many social and economic programs/projects to better the community. These include, but are not limited to, housing rehabilitation, commercial structure improvements, streetscaping, parking and traffic initiatives, and downtown event support. These projects work to elevate the public landscape in order to drive an attractive atmosphere which ultimately enables commerce and a positive business environment.

The City also works with local, regional, and state organizations towards the same end. This includes both financial and resource based programming. Local groups, both internal and external such as advisory boards, the Chamber of Commerce and Park Avenue Merchants Association (PAMA) to develop, promote, and sustain a strong business climate in the community. The city partners on several events with the Chamber and PAMA including marketing support, special event facilitation, and use of city facilities. Regionally, the city is a member of the Metro Orlando Economic Development Commission (EDC). The EDC works with the city on a limited basis to provide business attraction opportunities. In spite of the limited development potential on new land, the city is further benefitted by company leaders purchasing homes in the city in lieu of not relocating their business within city limits. The city, from time to time, also looks to leverage state programming through Enterprise Florida and the Department of Economic Opportunity when applicable.

ANNEXATION RESERVE AREA ISSUES

Winter Park has had general annexation policies as part of the Comprehensive Plan since its original adoption in 1976. These policies established criteria for properties to be eligible for annexation and procedures of coordination with Orange County. These policies are reaffirmed within the goals, policies and objectives section of this element.

Generally, Winter Park has a limited annexation policy. The first priority for annexations is the islands or enclaves surrounded completely by the City. The second priority is growth expansions to the City

limits which are logical in aligning the City limits and avoiding service duplications. The coordination with Orange County involves providing notice of all potential annexations.

- Winter Park shall actively pursue the annexation of enclaves as these additions would provide economies and efficiencies in service delivery to both Orange County and the City of Winter Park.
- Winter Park should pursue the annexation of growth areas adjacent to the City limits when it would align municipal boundaries, unite sections of the City, or generate revenues in excess of the cost of providing services while providing City control over the quality and scale of development. The City may consider adjusting the park level-of-service standard as necessary to accommodate such annexations as these residents are already using existing City parklands. An annexation cost-benefit study shall be required for all annexations of growth areas through referendums.
- Winter Park shall provide written notice to Orange County in advance of any annexation requests to be considered by the City Commission. The City shall coordinate all annexations and designations of annexation reserve areas with Orange County and adjacent municipalities of Orlando and Maitland, and Eatonville. The coordination with Orange County and municipalities adjacent to proposed annexation areas shall include coordinating land use and service delivery issues at an early stage in the annexation process as well as formal notice of all potential annexations consistent with state law.

Annexation Reserve Area Descriptions

Annexation Reserve Area #1 – Lake Killarney

This ARA, comprised of 198 acres, is located north of Fairbanks Avenue and is bounded by Lake Killarney on the north. The area contains approximately 1,300 residents and is primarily designated Low-Density Residential to the south side of the Lake, Office to the west along Wymore, and the Killarney Elementary School, located to the southwest near I-4, is designated Institutional. Annexation of this area would extend the City limits of Winter Park to I-4, the major barrier west of the City limits.

The City undertook an annexation referendum in May 2003. It was not approved by the residents. Under state law there is a two year waiting period for any further annexation attempts. The City intends to implement the sanitary sewer and streetscape improvement program for the Fairbanks Avenue Corridor before the City undertakes another annexation referendum for this neighborhood.

Annexation Reserve Area #2 – Kentucky/Oglesby

This ARA, comprised of 13± acres and accommodating approximately 40 residents, is located south of Fairbanks Avenue, north of Oglesby Avenue, west of I-4 and east of Clay Street. Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.

The area south of Fairbanks Avenue is designated Commercial on the Orange County Future Land Use Map, and Low-Density Residential south of the Commercial designation to Oglesby Avenue. The commercial area contains uses ranging in intensity from office to auto paint and body to light manufacturing. The area to the south west contains primarily single-family dwellings.

Annexation Reserve Area #3 – Lawndale

This ARA, containing 50± acres and approximately 300 residents, is located south of Minnesota Avenue, north of Harmon Avenue, west of Clay Street, and east of Wisconsin Avenue with a section extending north of Minnesota following Jackson Avenue west of Nicolet Avenue and east of Harold Avenue. Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.

On the Orange County Future Land Use Map the properties south of Minnesota Avenue are predominately designated Low-Medium Density Residential and the area contains primarily single family dwelling units with some duplex units. The properties north of Minnesota Avenue are designated Commercial and include a mixture of uses from car repair, paint and auto body shops to light manufacturing land uses.

Annexation Reserve Area #4 - Stonehurst

This ARA, comprised of 5.6 acres and containing approximately 30 persons located in 13 single-family dwellings, is located in the south section of the City, south of Lake Virginia, north of Glenridge Way, between Lauren Road and Winchester Drive. This area is an unincorporated Orange County enclave, completely surrounded by the City limits of Winter Park.

Provision of Services and Impact of Annexations

As part of this ARA study, the City of Winter Park has analyzed its ability to provide the full range of its municipal services to these areas and has concluded that the annexation of the five ARA's detailed in this Comprehensive Plan can be accomplished with minimal impact on Winter Park's workforce and budget. Altogether, the annexation of these areas four areas would add 227 acres to the City of Winter Park. The annexation of the four areas would increase Winter Park's population by approximately 1,670 persons.

AREAS OF CRITICAL STATE CONCERN

No area within or adjacent to the City of Winter Park is located within a designated Area of Critical State Concern.

ANALYSIS OF URBAN SPRAWL ISSUES

The City of Winter Park has developed as an urban area and is virtually built out. The City has no urban sprawl and its design standards shall continue to foster the best management principles and practices of urban design which are the antithesis of urban sprawl. Nevertheless, the City shall continue to enforce the following policies to avoid urban sprawl:

1. Avoid premature or poorly planned conversion of developed or undeveloped land to strip centers.

2. Prevent development of areas or uses that that are not functionally related to the predominant land uses on adjacent land.
3. Preclude development of areas or uses that fail to maximize the use of existing public facilities.
4. Avoid leapfrog/scattered development or ribbon /strip commercial development patterns.

ANALYSIS OF WINTER PARK PLANNING AREAS

Analysis of land use characteristics and population provides a general description of the built and natural environments defining Winter Park, but it does not describe specific land use and development conditions unique to its neighborhoods, communities, or small areas, all of which contribute to Winter Park's unique character. In order for this Comprehensive Plan to be a more useful tool in the City's growth management process, detailed analysis of 13 smaller planning areas are presented.

The boundaries of Planning Areas A through M are illustrated on Maps FLUM-1-12 through FLUE-1-24 which are part of each planning area's profile. Evaluation of each area includes a profile summary that provides a brief description of existing land use classifications and identifies community streets, bus routes, and parks serving the planning area. City parks appearing in each profile are located within the planning area or outside of it but within a half mile distance of its residential neighborhoods. Planning issues relevant to the planning area, including ongoing redevelopment activities, are then addressed. Some planning areas may address additional subjects or issues that help describe development conditions and characteristics.

A summary of existing land use and acreage for each planning area is presented in Table 1-5.

Table 1-5: Summary of Planning Areas Acreage by Existing Land Use Classification¹

Planning Area		Total Acreage	Acreage by Existing Land Use Category								
			Single-Family Residential	Low-Density Residential	Multifamily Residential	Commercial /Office	Industrial	Institutional	Parks/ Open Space²	Conservation	Vacant/ Undeveloped
A	Temple/Howell Branch	773.30	555.51	0	12.61	12.95	0	64.66	79.16	22.50	46.27
B	Osceola/Lakeview	843.92	705.72	2.66	37.88	0	0	27.83	6.09	0	63.74
C	Winter Park Hospital	249.62	7.70	5.53	40.35	114.00	0	9.66	66.89	0	5.49
D	Waterbridge/Brookshire	694.08	461.90	14.79	20.50	0.97	0	68.83	125.37	0	1.72
E	Glenridge/Lake Sue	415.80	368.20	0.79	0	0	0	17.28	7.21	8.10	14.27
F	Mead Garden, Virginia Heights and College Quarter	324.99	112.01	52.79	26.90	43.45	0	9.11	72.29	0	8.44
G	Downtown/Rollins College	213.84	22.47	6.39	33.04	54.18	0	86.21	9.30	0	2.25
H	Hannibal Square Neighborhood	181.15	76.30	16.58	19.01	26.63	10.28	10.19	4.52	0	17.64
I	North Park Avenue	391.17	304.43	0.17	0	7.19	0	5.32	55.66	0	18.40
J	17-92 Corridor	380.83	59.05	19.04	25.92	202.64	8.26	28.25	30.91	0	6.76
K	Lee Road	300.25	118.61	15.62	53.10	79.17	0	5.34	14.17	0	14.24
L	West Fairbanks Avenue	73.57	8.77	0	0	63.06	0	0.60	0	0	1.14
M	Ravaudage	45.98	0	1.81	0	2.25	0	0	0	0	27.11
Totals:		4,892.55	2747.67	136.17	269.31	606.49	18.54	333.28	471.57	40.60	254.11

¹ Source Orange County Property Appraiser Arc GIS using ArcMap² Includes all public and private zoned lands (ex. private golf course)

Temple/Howell Branch Planning Area A

The Temple/Howell Branch Planning Area is located in the northeast section of Winter Park. The planning area boundary is roughly the City limits on the north, east and west, and Palmer Avenue on the south. The planning area is mainly residential and includes the Alabama Hotel Condominiums, the Winter Park Y.M.C.A., the 7 acre Winter Park Racquet Club, Phelps Park, Kraft Azalea Gardens, and Howell Branch Preserve. The “vacant” lands are primarily the 44 acre Glen Haven Cemetery.

This area is typical of the older neighborhoods in the City with a wide range of uses. The planning area also contains a small neighborhood commercial area at the intersection of Temple Drive/Temple Trail and Howell Branch Road.

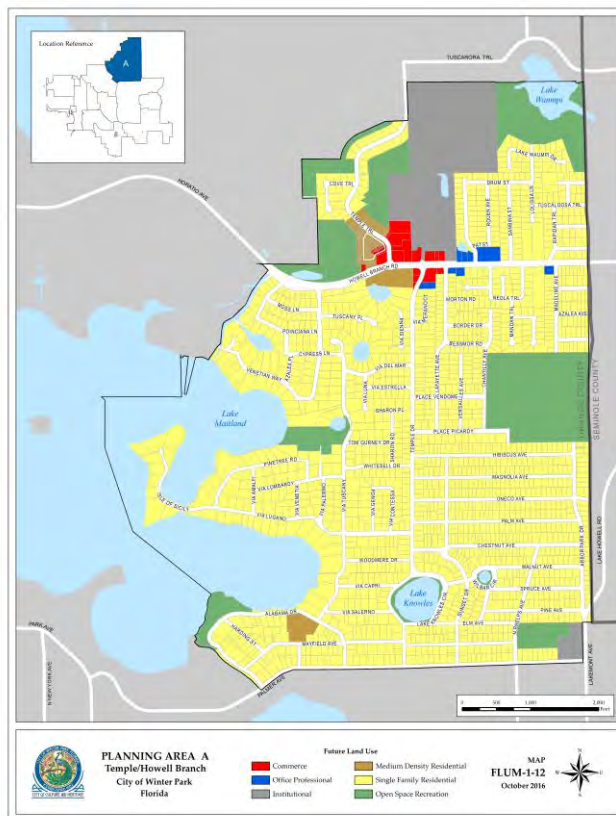
The Alabama Hotel, located on Alabama Drive overlooking Lake Maitland, was a seasonal hotel from its opening in the early 1920's until 1979 and was redeveloped under the planned unit regulations in 1979, allowing for conversion of the Hotel to 22 condominiums along with the conversion of three ancillary buildings to single-family residences.

The Winter Park Y.M.C.A. located on Lakemont Avenue, serves the recreational needs of its membership. Their facilities include a gym, fitnessium, 25-yard adult swimming pool and zero entry childrens pool and various workout facilities.

Phelps Park is a 5.99 acre park located adjacent to the Winter Park Y.M.C.A.

Table 1-A: Temple/Howell Branch—Planning Area A Profile

Land Use	Acres	%
Single-Family Residential	545.51	70.1
Low-Density Residential	0	0
Multifamily Residential	12.61	1.6
Commercial/Office	12.95	1.7
Industrial	0	0
Institutional	21.16	2.7
Parks/Recreation/Open Space	65.70	8.5
Conservation	32.5	4.2
Vacant/Undeveloped	46.27	5.9
Total	777.30	100
Local Streets/Roads	Lakemont Avenue, Palmer Avenue, Temple Drive, Howell Branch Road	
Neighborhood Parks	Phelps Park, Kraft Gardens, Howell Branch Preserve	
Transit Route	NA	



Kraft Azalea Gardens is a 5.26 acre passive park with 1,200 feet of frontage on Lake Maitland along with an exedra. Adjacent to the park is the Rollins College crew-house. The Winter Park Racquet Club is a private club on Lake Maitland including a clubhouse, lake front access boat ramp, 7 tennis courts, and a Junior Olympic swimming pool.

The Howell Branch Preserve is a 10.69 acre parcel acquired to provide additional parkland and to preserve the wetlands as part of the City's conservation policy. The park features a large playground, bathroom facilities, nature preserve and a mile long fit-trail. In the future, the City desires to acquire an additional 22.5 acres of wetlands in the Howell Creek floodplain to complete the acquisition of the environmentally sensitive lands. The additional wetlands are located in this area are north of Howell Branch Road and south of Lake Waumpi.

Most of this area became a part of the municipality under a special legislative act in 1949 that required municipal sewage treatment facilities to be located inside the city limits of the city that owned the facility. Because the Winter Park Sewage Treatment Plant was constructed at this time, the City's wastewater treatment plant was placed inside the city limits pursuant to the legislative act. Over time, adjacent areas were annexed into this satellite area, creating contiguous borders with the larger portion of the City to the south.

The planning area also contains the City Public Works compound property which is approximately 60 acres in size. This property is also used by the Winter Park Utilities as a headquarters area and as a sanitary sewer major pumping station to the Iron Bridge Regional Treatment Plant. This property also contains a large area of vacant land, the majority of which is wetlands and flood prone, thus making it undevelopable under City and state regulations. Those 38.84 acres of conservation lands are included in the City's parks and conservation lands inventory.

The Madeline Avenue annexation in 2004 eliminated a previous enclave of unincorporated Orange County land. Additionally, a significant portion of the residences within this area were added via annexation in 2002 with the Howell Branch and North Lakemont annexations which added 354 acres to the City. The North Lakemont annexation also added Glen Haven Cemetery. A previous annexation in 1989 added 38 of the single-family homes within the Tuscany Place/Via Sienna neighborhood. The planning area also contains a small neighborhood commercial area at the intersection of Temple Drive and Howell Branch Road that includes several restaurants, personal service uses and a gas station/convenience store, effectively serving the surrounding residents with essential needs thereby allowing them to avoid the City's more intense commercial areas.

Winter Park Fire Station 62 is located north of Howell Branch and serves this portion of the City. Originally an Orange County station, Station 62 was transferred to the City.

Three sides of this planning area border four different jurisdictions. The City of Maitland lies to the west and north, unincorporated Orange County to the west, Casselberry to the northeast and unincorporated Seminole County to the east. Land use adjacent to this planning area is predominantly single-family residential. Land use compatibility currently exists with land uses in adjacent jurisdictions. Streets within residential areas of this planning area connect with streets extending into residential areas in adjacent Maitland and in unincorporated Seminole County.

Temple/Howell Branch Planning Area A Planning Issues:

- **Transportation.** The primary issues confronting this planning area are cut-through traffic along Temple Drive. Cut-through traffic is an issue within the planning area because Temple Drive serves as the most convenient connection to areas south of Planning Area A. Traffic originating from the City of Maitland and other areas northwest or northeast of the City use Temple Drive to travel from Howell Branch Road to Palmer Avenue and to southern destinations. Streets serving residential areas within the planning area extend into residential communities located in Maitland and unincorporated Seminole County. Traffic generated from these adjacent residential areas impact streets within residential areas of this planning area, contributing to cut-through traffic issues.
- **Preservation of Residential Land Use.** To ensure that neighborhood commercial development does not expand into the surrounding residential area the City generally prohibits rezonings from residential to office on the south side of Howell Branch Road from the Maitland city limits to Temple Drive.
- **Howell Branch Road.** The City also has policies to discourage new or used car sales, auto repair businesses, re-sale stores or pawn shops, tattoo businesses, service/gas stations, fast food businesses and convenience stores in the commercial areas located on Howell Branch Road, as this portion of Howell Branch Road is a gateway into the City of Winter Park.

Comprehensive Plan amendments from Residential to Office/Professional on the south side of Howell Branch Road from the New Life Evangelical Church (1720 Howell Branch Road) east to the Seminole County line should only be considered in context of newly constructed one-story office buildings and not the conversion of existing homes.

- **Recreation.** The City should preserve and expand the number and extent of recreational trails and greenways in the City to provide public access and enjoyment especially of the stream and waterfront environments along the City's Howell Creek properties.

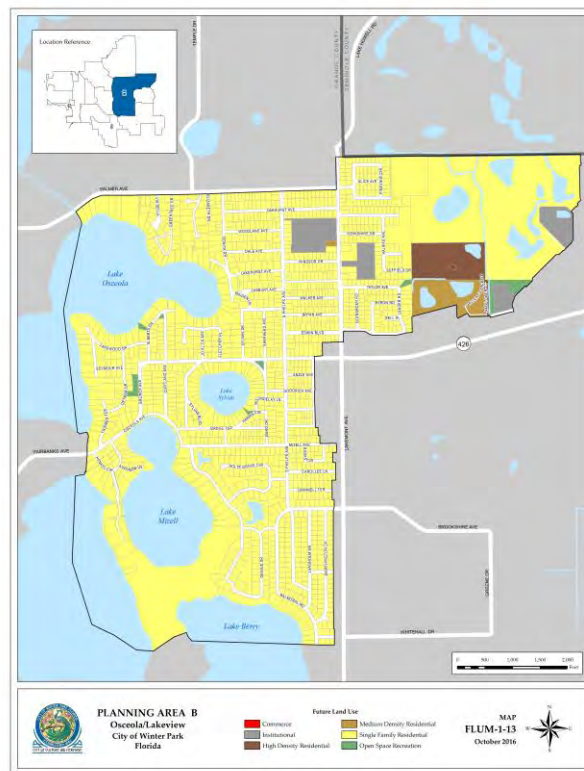
Osceola/Lakeview Planning Area B

The Osceola/Lakeview Planning Area is located in the eastern section of Winter Park. The area's name reflects the former name of a portion of what became Winter Park as the community of Osceola predates the incorporation of the "Town of Winter Park." The planning area boundaries are roughly the northeastern limits between the City and Seminole County, an eastern boarder that runs parallel to Lakemont Avenue, a southern boundary formed by Lake Berry, the western, boundary is just west of Lake Mizell and the eastern border of Lake Osceola. The planning area encompasses 844 acres of primarily single-family development. The Genius property, located in the southern part of the planning area, has been improved since the last Comprehensive Plan adoption as the Windsong subdivision, a single-family subdivision, was developed through a Planned Unit Residential Development (PURD). This property is still environmentally important since it borders on Lakes Virginia, Mizell and Berry. The planning area also includes the Winter Park Christian Church, the Gallery Condominiums, Mayflower Retirement Center, and Lakemont Elementary School.

The Eastgate neighborhood, located along Lakemont Avenue, is primarily single-family and contains 94 homes. The Gallery Condominiums, located behind the Crealde Mall, contains 60 units. The Mayflower Retirement Center contains 240 multifamily units, 28 single-family home units, and a 60-bed assisted living facility. In 2007, the Mayflower was approved for expansion for a new health center and assisted living facility containing 85

Table 1-B: Osceola/Lakeview—Planning Area B Profile

Land Use	Acres	%
Single-Family Residential	705.72	83.63
Low-Density Residential	2.66	0.32
Multifamily Residential	37.88	4.48
Commercial/Office	0	0
Industrial	0	0
Institutional	27.83	3.3
Parks/Recreation/Open	6.09	0.72
Conservation	0	0
Vacant/Undeveloped	63.74	7.55
Total	843.92	100
Local Streets/Roads	Aloma Avenue, Lakemont Avenue, Fairbanks Avenue	
Neighborhood Parks	Phelps Park, Ward Park, Fleet Peoples Park	
Transit Route	Lynx bus route 23	



assisted living units and 30/60 beds for the health center (nursing home) which at this time has not been built.

Since 1987, 62 acres have been added to this area through annexation by the City. The largest addition was the 29.8-acre Mayflower Retirement Center, voluntarily annexed in 1987. Gallery Condominiums, and Crealde Art Center and Mall were annexed in 1988 by referendum, adding 31.4 acres more to this area of the City of Winter Park.

The Lake Sylvan area is located in the northeast section of Planning Area B, north of Aloma Avenue and west of Lakemont Avenue. The area is comprised almost entirely of single-family homes, Lakemont Elementary School and several neighborhood parks. It is typical of the older neighborhoods in the City with a wide range of housing types and sizes. The age of housing in this neighborhood places many structures at risk of demolition and replacement by new construction.

The newest and largest new subdivision in the City, called Windsong straddles a natural conservation easement between Lake Mizell, Lake Virginia and Lake Berry. This tract is split between two planning areas, Planning Area B and Planning Area D. This tract was previously known as the Genius Property. After careful planning by the planning staff, the Planning and Zoning Commission and the City Commission, this area has developed into an upscale single-family neighborhood that is almost fully developed.

Approximately 43 acres located between Lakes Mizell and Berry are currently private, unplatted and vacant. This property is owned by the Elizabeth Morse Genius Foundation.

The remaining portion of the area includes established single-family homes, generally east of Phelps Avenue and west of the City boundary (Winter Park Pines Neighborhood).

Osceola/Lakeview Planning Area B Planning Issues

- **Transportation.** Within Planning Area B, the Aloma/Fairbanks Avenue corridor carries high traffic volume and serves as a link between south-central Seminole County, Interstate 4 (I-4) and northern Orlando. Cut-through traffic also is an issue due to the rush hour congestion on the major arterials.
- **Preservation of Residential Land Use.** The Windsong community is committed to its single-family land use and density. When this subdivision was planned, the City required the developer to provide neighborhood recreation areas which are private and owned by the Windsong's home owners association. For most of the residents living between Lakemont and Balmoral Road/Phelps Avenue, both Ward Park and Lake Baldwin Park are less than a half mile away.

Within Windsong, the east side borders office buildings along Lakemont Avenue in the Winter Park Hospital Planning Area C. It is important to maintain this demarcation line between homes and offices to prevent the spread of offices. Land use compatibility and building scale within the adjacent office area are issues that should be evaluated. This line of demarcation has been held effectively in place since 1971, enforcing the land use philosophy of protecting residential areas from office encroachment.

The City should preserve the mid-block demarcation between Lakemont and Harris Avenues to prohibit office encroachment into the residential area. No rezonings, from residential to office or commercial should occur north of Edwin Boulevard along Lakemont Avenue or on properties fronting on Edwin Boulevard.

- **Preservation of Natural Features.** If the Genius Preserve property is proposed for development, the City should endeavor to preserve the natural features of this property by requiring the maximum amount of open space, by requiring all new roads to be public including the existing sections of the private portion of Genius Drive south of Henkel Circle within Windsong, and by requiring that lot sizes conform to the minimum standards of the lakefront lots within Windsong which average 1.5 acres in size with frontages on the lake and street of a minimum of 150 feet wide. Any required dedications of park land or open space coincident with the Genius property development should target natural and environmentally sensitive areas and should provide for physical or visual public access to one or more of the lakes. The required storm water retention facilities should not be located in areas of significant environmental importance. If the property is platted for development and a road network is created, the City should consider utilizing some of the roadway stubs leading to the property unless traffic safety problems are created or new traffic cut-through routes would be created. Roadway links between the southern and northern sections of the Genius property should be precluded so as to avoid a cut-through traffic route from Glenridge Way to Mizell Avenue or Phelps Avenue.
- **Access to Northshore Park.** The City should not relinquish its public access rights and public usage of the Northshore Park (north shore of Lake Berry) within Windsong.
- **Preservation of Density.** Within Lake Sylvan, the area between Phelps and Palmer Avenues, and Elizabeth Drive and Bryan Avenue is zoned R-1A. However, the character of this area conforms to R-1AA standards and should be considered a candidate for rezoning to R-1AA to prevent the subdivision of lots into smaller lots that do not conform to the neighborhood's standards.
- **Character of Intersection of Aloma and Lakemont Avenues.** In order to promote redevelopment and improve the image at the gateway intersection of Aloma and Lakemont, the City should consider allow the rezoning of the properties on the south side of Aloma at 1810 and 1820 Aloma Avenue, but only together as a new one-story office building with masonry wall screening adjacent residential neighbors and not as the conversion of the existing homes to office.

Winter Park Hospital Planning Area C

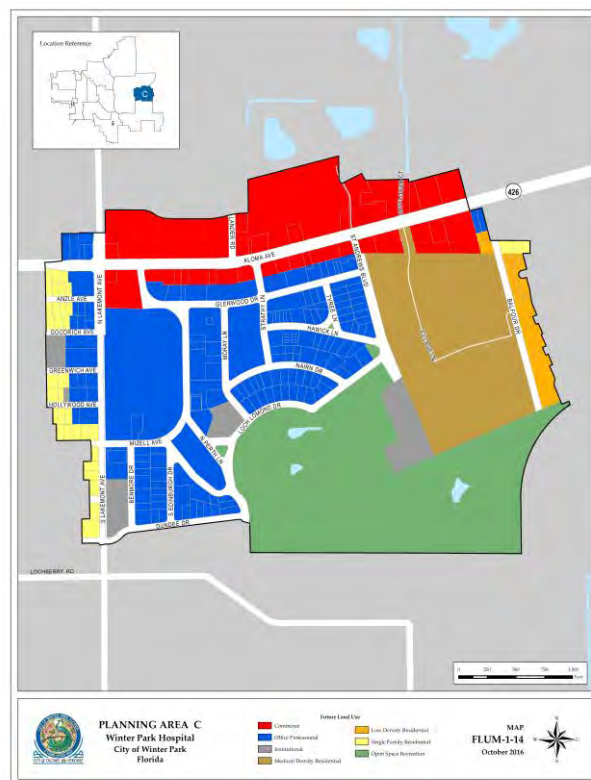
The Winter Park Hospital Planning Area is located in the east section of Winter Park. The planning area includes the Winter Park Hospital and support buildings, adjacent office areas, Fire Station #62, Brookshire Elementary School, Showalter Field/Cady Way, the Aloma Shopping Center, the Winter Park Corners Shopping Center, the Crealde Art Center, the Four Seasons Condominiums, and adjacent residential and park area.

The predominant land uses in this planning area are associated with medical care, namely Winter Park Memorial Hospital, medical offices and clinics. The Hospital covers more than 28 acres of this area with ancillary medical and professional offices constituting over 30 acres. Planning Area C contains over 250 acres. Other land uses are parks and recreation (26.8%), commercial/offices (45.7%) and high-density residential (16.2%).

As the dominating land use entity in this planning area, the Winter Park Hospital is at the same time the principal asset and the principal motivator of change. The Winter Park Hospital is a major asset to the City at large. Among the elements that contribute to distinguishing Winter Park as a true city versus a bedroom community is the existence of, and the services provided by, the Winter Park Hospital. Nearby emergency healthcare available to the citizenry increases the quality of life in Winter Park.

Table 1-C: Winter Park Hospital—Planning Area C Profile

Land Use	Acres	%
Single-Family Residential	7.7	3.0
Low-Density Residential	5.53	2.2
Multifamily Residential	40.35	16.2
Commercial/Office	114.00	45.7
Industrial	0	0
Institutional	9.66	3.9
Parks/Recreation/Open Space	66.89	26.8
Conservation	0	0
Vacant/Undeveloped	5.49	2.2
Total	249.62	100
Local Streets/Roads	Aloma Avenue, Lakemont Avenue, Perth Avenue, Mizell Avenue, Edinbergh Drive	
Neighborhood Park	Ward Park	
Transit Routes	Lynx bus routes 13, 23	



The Winter Park Hospital facilities are spread over approximately 30 acres of property within the planning area. The Hospital also owns other properties in the vicinity that are contemplated for future redevelopment activities.

The Winter Park Hospital is an essential element of the City and its growth and redevelopment is to be encouraged either under existing zoning codes or through the creation of a new Medical Arts zoning district. On March 25, 2005, the Winter Park Hospital Master Plan was conceptually approved by the Planning and Zoning Commission and the City Commission. This Master Plan shows a complete redevelopment of the existing Hospital facilities to occur on the current Hospital property. One major outcome of the expansion/renovation is the conversion of shared rooms to private rooms and the reorientation of the emergency room. Additionally, plans have been prepared for additional and enhanced parking for staff and visitors.

Ward Park has 67.25 acres that is dedicated for baseball/softball fields, tennis courts, soccer/multi-purpose fields, and a football/track stadium and a handicapped-accessible playground made possible by a community-build program and with corporate sponsorships. From the athletic facilities to the playground to the trail through the wetlands, Ward Park is one of the most diverse parks in the city.

Annexation increased the size of this planning area in the late 1980's-early 1990's. The Gallery Condominiums and the Crealde Art Center and Mall were annexed in 1988 by referendum adding another 31.4 acres to the City. The neighborhood to the east of Winter Park Hospital was annexed in 1992.

Winter Park Hospital Planning Area C Planning Issues

Transportation. An issue concerns the traffic and parking problems that accompany expansions of the Hospital or related office buildings. A major component of the Medical Arts district will be to insure adequate parking is provided for the facilities of the Winter Park Hospital campus. Another related goal is for the City to continue working with Orange County to enhance the Cady Way Bike Trail.

- **Preservation of Residential Character and Future Rezoning.** This planning area, as previously mentioned, is primarily dominated by the activities of the Winter Park Hospital and by doctors and other medical professionals who desire to have their offices located near the hospital. This has caused a demand for more office space in the area, evident in the rezoning focus of residential to office. To resist the growth in offices on the west side of Lakemont Avenue and to preserve the City's residential areas intact, in 1971 the City set up a demarcation line west of Lakemont Avenue to preserve that residential area (see also Planning Area B Planning Issues). This has forced the demand for office space to the east and south of the hospital. With the annexation of the neighborhood east of the Winter Park Hospital, the City inherited Orange County's Comprehensive Plan Future Land Use Policies that designated the entire neighborhood as a viable candidate for rezonings to Office or Low Density Residential. The stipulation, however, is that these rezonings are to occur in a logical west to east transition, moving from the Hospital properties eastward. The continuing challenge for the City during the past decade has been to manage this change according to that logical transition and to do so without negatively affecting the remaining single-family character of the neighborhood. As a result of this Comprehensive Plan, the City should conduct a neighborhood study of the neighborhood east of the Winter Park Hospital to get input from the citizens and business owners as to the direction they want to see their neighborhood grow.

Waterbridge/Brookshire Planning Area D

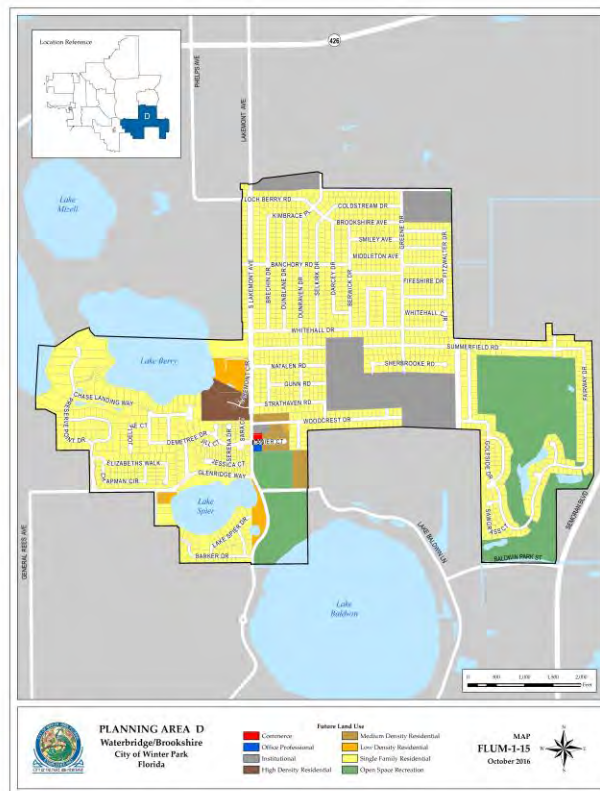
The Waterbridge/Brookshire Planning Area is located in the southeastern section of Winter Park. The planning area's eastern boundary is formed by the limits between the City and Orange County, its southern boundary is with the City of Orlando near the Baldwin Park development, its northern boundary is Planning Area C and Lake Berry, and its western boundary is Lake Virginia and Berry, and Planning Area E. Planning Area D encompasses over 694 acres of which almost 45 acres are vacant. Many of these are within the Windsong subdivision and will be completely developed in the next five years. The dominant land uses in this planning area are single-family residential and parks and recreation.

The Genius property, located in the eastern part of the planning area, which is now the Windsong subdivision, was one of the last remaining vacant areas within the City. Since the last Comprehensive Plan adoption, this area has been developed into a large single-family home community that straddles a natural conservation easement between Lake Mizell and Lake Berry. This community has been developed as a Planned Unit Residential Development (PURD) and is split between two planning areas, Planning Area D and Planning Area B – Osceola/Lakeview.

This property continues to be environmentally important since it borders on two lakes. The planning area also includes the Waterbridge, Greenview, and Kenilworth Shores subdivisions, Winter Park High School, Brookshire Elementary School, Winter Park Presbyterian Church, Winter Park Towers, Lake Baldwin Park, Winter Pines Golf Club, and Pinewood Cemetery.

Table 1-D: Waterbridge/Brookshire—Planning Area D Profile

Land Use	Acres	%
Single-Family Residential	461.90	66.55
Low-Density Residential	14.79	2.13
Multifamily Residential	20.50	2.95
Commercial/Office	0.97	0.14
Industrial	0	0
Institutional	68.83	9.92
Parks/Recreation/Open Space	125.37	18.06
Conservation	0	0
Vacant/Undeveloped	1.72	0.24
Total	694.08	100
Local Streets/Roads	Glenridge Drive, Lakemont Avenue, Cady Way, Greene Drive, Summerfield Road, Whitehall Drive	
Neighborhood Parks	Lake Baldwin Park.	
Transit Routes	Lynx bus routes 13, 23	



The Waterbridge development was one of the first developments to take place under the City's Planned Unit Residential Development (PURD) regulations in 1979. The community is comprised 52.8 acres and is made up of three distinct types of residential living areas. A standard single-family subdivision section is located in the western portion of the site, with the southern section of the site containing 46 zero-lot line single-family lots, and with the northeastern section containing 42 townhouse units. The neighborhood also contains open space and recreation areas which resulted from the surplus land area made available by the permitting of the smaller lots for the zero-lot line homes and townhouses. As a whole, the Waterbridge development conforms to single-family residential building density.

The Winter Park Towers property is located north of the Waterbridge neighborhood along Lakemont Avenue. The property encompasses 32.5 acres and includes a 305-unit high-rise building and two planned unit areas. The first planned unit development, Village I, was developed in 1977, and contains 20 apartment units and 20 single-family attached homes. The second planned unit development, Village II, was developed in 1983. This area contains a 21-unit mix of single-family and single-family attached homes. The Winter Park Towers property is split by a 20-foot wide strip of property reaching from Lakemont Avenue to Lake Berry that is owned by the Kenilworth Shores Neighborhood Association. The Winter Park Towers is anticipating expansion of their services on site to include additional parking, assisted living and care facilities.

This planning area includes a 1-acre area at Lakemont Avenue and Lanier Court which is used for commercial and office purposes. The zoning for this area was established by Orange County and was maintained after the area was annexed into the City. The First Christian Church of Winter Park owns property and a building here adjacent to the northwest side of Pinewood Cemetery.

The Waterbridge/Brookshire Planning Area also contains two multifamily residential areas. One is located along Woodcrest Drive and has 32 condominium units, the non-profit institutional headquarters of the Girl Scouts and a church. The second is located on Glenridge Way to the east of Pinewood Cemetery, and has 78 units in the Tara House apartments.

The Winter Pines subdivision and the Greenview subdivision, located in the southern portion of the planning area, surround the Winter Pines Golf Course's 82.9 acres. These two subdivisions are composed entirely of single-family homes. The Winter Pines Golf Club is a privately owned 18-hole golf course and driving range that is open for public use. Also located on the property are supportive uses such as a clubhouse and pro shop.

Brookshire Elementary School is 10.3 acres in size and enrolled 516 students in the 2007-08 school year. Its adjusted FISH Capacity is for 442 students. The Orange County School Board has scheduled a renovation project for Brookshire Elementary School to be completed in 2013; the school's adjusted FISH capacity will not increase.

Winter Park High School is 50 acres in size and includes school buildings, tennis courts, a swimming pool, a track, and playing fields. The school enrolled 3,200 students in the 2004-05 school year which was almost a thousand students over the school's then capacity. New building construction and renovations were completed in 2007 and increased Winter Park High School's FISH capacity to 3,329.

Planning Areas D and E border Baldwin Park, a planned community built in the City of Orlando on the former Orlando Naval Training Center property. Blue Jacket Park is a 75-acre park that Winter Park citizens can take advantage of given its close proximity.

The City owns several portions of this planning area including the Pineywood Cemetery, the Lake Spier frontage along Glenridge Way, and Lake Baldwin Park. Lake Baldwin Park encompasses 23.3 acres and has 900 feet of frontage on Lake Baldwin. This park contains a public beach, boat launching ramp and dock, picnic tables and shelters, nature trail, dog park, and restroom facilities.

Transportation. Lynx Route 23 serves this planning area along Lakemont Avenue and Glenridge Way. Within the Waterbridge area, all homes are within a half mile to bus stops along both roads. Route 23 provides access to other areas within Winter Park as well as regional connections through transfer stations near SR 50 to the south, Denning Drive at the Winter Park Village, and SR 434 in Altamonte Springs. Within the Brookshire area an estimated 55% of the homes are within a half mile walking distance of Lakemont Avenue. Lynx Route 41 is available along SR 436 to the east. Route 41 follows SR 436 from the Orlando International Airport to downtown Apopka. This bus route is more than a half mile walk for all residents in the Brookshire area, and can be as much as a one mile walk for the furthest residents. Only residents in Winter Pines homes along the north end of the neighborhood are within a half mile walking distance to SR 436. Most homes are less than a half mile linear distance to a bus route on SR 436, but access to the east is blocked off by private property.

The Cady Way Trail is available to all residents within the Planning Area. The trail is directly accessible from homes within the Winter Pines community whose homes border the trail. Residents have access to the trail from Cady Way, Banchory Road, and Summerfield Road. For residents in the Brookshire and Waterbridge neighborhoods, the trail is less accessible.

Waterbridge/Brookshire Planning Area D Planning Issues.

Transportation. Traffic calming, pass through traffic along Lakemont Avenue and Glenridge Way, and traffic impacts from Winter Park High School and the Baldwin Park neighborhood will be issues affecting this planning area. In addition to traffic generated by the two schools, traffic volumes and travel speed along Lakemont Avenue can be an issue for residents on the western edge of this neighborhood. The City should coordinate with the Orange County School Board and with Orange County regarding a connection of a pedestrian connection linking the east end of Woodcrest Drive with Cady Way Trail.

The City should also consider coordination with Orange County regarding extension of the Cady Way Trail southward with a connection to SR 436. Such connections would create better opportunities to walk or bike to commercial and recreation areas to the south and east.

- **Compatibility.** Land use compatibility with future development in the Baldwin Park community should continue to be monitored by Winter Park.

Should the Orange County School Board decide to expand or make improvements to Winter Park High School or Brookshire Elementary School, they should coordinate with the City as outlined in the 2008 Amended Interlocal Public School Facility Planning and Implementation of Concurrency

Agreement. These improvements should also conform to Winter Park zoning regulations and standards.

Land use compatibility with unincorporated development east of this neighborhood should not be an issue. All adjacent development is single-family residential, with the Cady Way Trail serving as a buffer between the two residential areas. Land use compatibility issues can arise from development of the vacant parcel abutting the eastern boundary of Winter Pines. Land use compatibility issues could also arise from redevelopment of any of the multifamily apartment complexes occurring along the neighborhood's eastern and southern boundaries. Adjacent parcels east and south of the neighborhood lie within unincorporated Orange County. Winter Park will need to coordinate with Orange County regarding land use compatibility and development buffers adjacent to Winter Pines.

- **Winter Pines Golf Club.** Before the Winter Pines area was developed, the land was characterized by a high water table, mucky soils and occasional wet areas. Therefore, proper drainage is an area of concern since the exposed land has limited drainage ability. If the 90 acres of the Winter Pines Golf Club were developed, drainage problems would increase dramatically. Due to these drainage considerations and the overall character of the neighborhood, preservation of the golf course is essential in maintaining the character and property values of this area.

Another land use issue consists of the expansion of the golf course and clubhouse. Should such an expansion be proposed, the effects on the surrounding residential areas should be considered, with expansion to be permitted only if there is no negative effect upon the surrounding residential area.

- **Lake Baldwins Park.** The City should annually monitor and assess the biological and environmental condition of Lake Baldwin Park adjacent to Lake Baldwin due to the dog park and should manage its future based on those findings.

Glenridge/Lake Sue Planning Area E

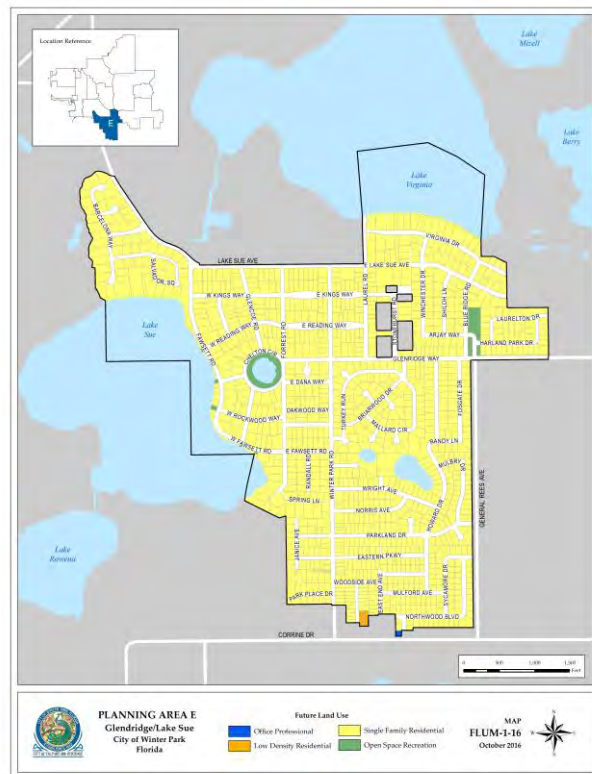
The Glenridge/Lake Sue Planning Area is the southern most planning area, located in the south central section of Winter Park. The planning area's northern boundary is the south bank of Lake Virginia and its western border is defined by Lake Sue and the City of Orlando city limits. The eastern and southern boundaries are formed by the City of Orlando and Orange County.

The City annexed the properties to the south along Winter Park Road in 2002. This planning area contains the Stonehurst Drive enclave area that is part of Orange County. The residents of Stonehurst rejected annexation so Winter Park plans to annex homes when residents request it and, by state statute, once the area is less than 10 acres it will automatically be brought into the City.

Homes generally north of Lake Sue Avenue are within reasonable walking distance to Mead Garden and Azalea Lane Recreation Center which are located north of this planning area. While, Mead Garden has limited recreation facilities typically found at a neighborhood park, Azalea Lane provides tennis courts and a playground facility. A few small open space areas owned by the City are located north of the planning area. Homes generally south of Lake Sue, including those in the Parkland neighborhood are more than a half mile from a neighborhood park. However, Baldwin Park's community park, Blue Jacket Park, is located at the southeast corner of General Rees and Glenridge Way and is open to residents of Winter Park.

Table 1-E: Glenridge/Lake Sue—Planning Area E Profile

Land Use	Acres	%
Single-Family Residential	368.20	88.5
Low-Density Residential	0.79	0.1
Multifamily Residential	0	0
Commercial/Office	0	0
Industrial	0	0
Institutional	17.28	4.2
Parks/Recreation/Open Space	7.21	1.8
Conservation	8.1	1.9
Vacant/Undeveloped	14.27	3.4
Total	415.85	100
Local Streets/Roads	Pennsylvania/Lake Sue Avenue, Glenridge Way, Winter Park Road	
Neighborhood Parks	Mead Botanical Garden, Azalea Lane Recreation Center, Blue Jacket Park	
Transit Routes	Lynx bus routes 13, 23	



Unincorporated Orange County and the City of Orlando abut the southern boundary of this planning area. The land use adjacent to the City in this area is single-family residential, with commercial and office uses along Corrine Drive.

The Glenridge/Lake Sue Planning Area E contains a total of 332 single-family units. There are 105 single-family homes in Timberlane Shores, 94 in Quail Hollow, and 133 in Windsong South (71 lots in Elizabeth's Walk, 40 in Preserve Point, and 22 in Lookout Landing).

Since the last update of the comprehensive plan, the Glenridge Middle School site has been vacated and the school relocated to a new facility across the street in the City of Orlando's Baldwin Park community. The City of Winter Park purchased the property from the Orange County Public School Board and bids were submitted for the development of a single-family neighborhood with the proposed project to consist of 41 single-family homes and approximately 2.5 acres of park land. A developer was successful in this endeavor and the home sites are now under construction with the 2.5 acres of park dedicated to the City. Additionally, .28 acres were also purchased by the developer and dedicated to the City in Planning Area I to complete the park land acre concurrency requirement.

Transportation. Residents within the planning area have access to Lynx bus routes 23 and 13 which follow General Rees Road and continue eastward on Glenridge Way. These routes provide access to other areas within Winter Park as well as regional connections through transfer stations near SR 50 to the south, Denning Drive at the Winter Park Village, and along SR 434 in Altamonte Springs.

Glenridge/Lake Sue Planning Area E Planning Issues

- **Transportation.** Traffic impacts generated by the Winter Park 9th Grade Center, located in Planning Area F, will continue to affect roads near or leading to this school. Traffic conditions and volumes will continue to be an issue along Winter Park Avenue, Lake Sue Avenue, and Pennsylvania Avenue. Traffic impacts generated from the new Glenridge Middle School in Orlando will need to be monitored.

The City should discourage traffic through residential areas. The road block on Virginia Drive should be maintained as it prohibits cut-through traffic in the Timberlane Shores neighborhood.

With Baldwin Park providing new homes, shopping, and employment areas, traffic impacts within the Glenridge community will be a concern that must be monitored regularly. Prior to the construction of the Baldwin Park community, the City entered into an interlocal agreement with the City of Orlando regarding transportation impacts on City streets. Land use compatibility between development in the Baldwin Park master planned community, which is in the City of Orlando, and the Glenridge planning area community will be an issue that Winter Park will need to monitor during the further development of Baldwin Park.

- **Land Use and Annexation.** Implementation of an annexation reserve area agreement with Orange County covering potential southward annexations and annexation of the Stonehurst Drive area is of importance. The Stonehurst Drive enclave area is surrounded by the City of Winter Park and should be annexed to maintain a continuous area of government services and control.

Another land use issue is the subdivision of several parcels within the planning area. These include a parcel along Old Winter Park Road and parcels at the north end of the Stonehurst Drive area.

These parcels should be subdivided according to R-1AA standards to conform with the surrounding zoning and single-family homes.

- **Residential Buffer.** The City should work with the City of Orlando and the neighborhoods adjacent to General Rees Boulevard to create an attractive wall and landscape buffer to ensure privacy and safeguard residential property values while improving the aesthetics of the corridor and providing opportunities for on-street parking as over flow to the recreation events at Blue Jacket Park.
 - **Preservation of Single-Family Density.** The City should preserve single-family residential land use in this planning area.
- **Smooth Transition from Residential to Non-Residential.** The City should consider rezonings from R-1A to R-2 for residential properties directly adjacent to the commercial and institutional properties on the north side of Corrine Drive as a transitional zone on East End Avenue, Hammerlin Avenue and Northwood Boulevard.
- **Preservation of Wetlands.** The City should continue to implement and enforce regulations protecting the wetland areas from development.

Mead Garden, Virginia Heights and College Quarter Planning Area F

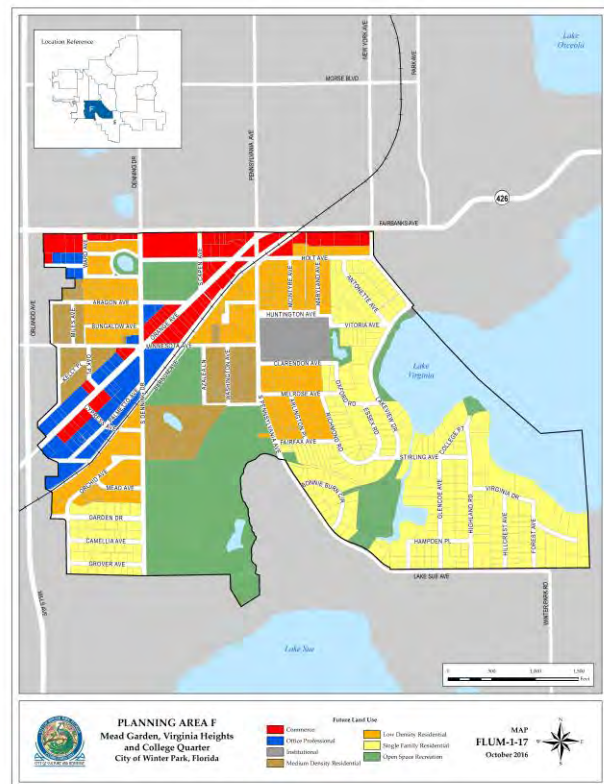
The Mead Garden, Virginia Heights and College Quarter Planning Area is located in the southwest section of Winter Park. This planning area is bounded on the north and east by Fairbanks Avenue and Lake Virginia, on the west by Orlando Avenue (US 17-92), and on the south by Lake Sue Avenue and the City of Orlando city limits. Land uses are mainly residential, with single-family homes comprising 34.47% of the area, and parks and recreation, comprising 22.24%. A portion of the south boundary of Planning Area F borders the City of Orlando. Adjacent land use within Orlando's jurisdiction is single-family residential.

Mead Garden. Mead Garden is a 47.60-acre park which was established in the 1930's as a botanical garden attraction. It contains a range of native plant habitats, from freshwater marsh to the typical pine uplands in addition to exotic ornamental plants. The park contains 43 picnic tables, shelters, a small outdoor amphitheater, and a 3,000 square foot community building leased to the Winter Park Garden Club. The Friends of Mead Garden, a non-profit organization, is in the process of developing a strategic plan for the restoration and enhancement of Mead Garden. Some of the issues the group is concerned with are improving circulation, maintaining the natural and native vegetation, maintaining the wetland and stream environments, and upgrading the existing facilities.

The Azalea Lane Recreation Area is a 6-acre park containing tennis courts, a playground and a recreation building providing 3,500 square feet of administrative and meeting space. Both Mead Garden and Azalea Lane Recreation Area are less than half mile distance to all residents within the planning area.

Table 1-F: Mead Garden, Virginia Heights and College Quarter Historic District—Planning Area F Profile

Land Use	Acres	%
Single-Family Residential	112.01	34.47
Low-Density Residential	52.79	16.24
Multifamily Residential	26.90	8.28
Commercial/Office	43.45	13.37
Industrial	0	0
Institutional	9.11	2.80
Parks/Recreation/Open	72.29	22.24
Conservation	0	0
Vacant/Undeveloped	8.44	2.6
Total	324.99	100
Local Streets/Roads	Orange Avenue, Denning Drive, Pennsylvania Avenue/Lake Sue, Holt Avenue, Minnesota Avenue	
Neighborhood Parks	Mead Garden, Azalea Lane Recreation Center	
Transit Routes	Lynx bus routes 1, 9, 14, 16, 23, 39	



The area to the north of Mead Garden is consists primarily of multifamily residential. This area contains two large condominium complexes consisting of the Winter Park Gardens Condominiums with 127 units, and the Mead Garden Condominiums with 71 units. The multifamily area to the east of Azalea Lane Recreation Center is zoned Medium Density Residential (R-3). This area contains 89 units. The area to the north of this is Low Density Residential (R-2) and contains 53 units.

This area is experiencing redevelopment, from small single-family homes to townhouses and duplexes. Garden Acres, the single-family and multifamily area to the west of Mead Garden, is a homogeneous neighborhood. This neighborhood contains 121 units, mainly single-family residences, with multifamily units scattered through it.

The Lake Midget area has a combination of single-family houses, duplexes, apartments and condominiums. This residential area, which contains some affordable housing, is totally surrounded by major commercial and office development located along Fairbanks Avenue and Orange Avenue. Recreational land use nearby includes Lake Midget Park and Harper-Shepherd Field. Lake Midget Park is a 1.4-acre mini-park located around Lake Midget. Harper-Shepherd Field is 5 acres in size and contains the Rollins College baseball field, locker rooms, and Harold Alfond Stadium.

Commercial and office properties occupy approximately 13% of the land use in this planning area. These properties are located along Fairbanks Avenue from New York Avenue to Orange Avenue.

Virginia Heights. Virginia Heights encompasses the single-family homes, a few duplexes and smaller cluster housing development are located on the Western portion. abutting Planning Area E's northern boundary and Lake Virginia's southwestern shoreline.

College Quarter. Winter Park's first designated Historic District is located immediately southwest of Winter Park's Central Business District and is bounded by Lake Virginia and Rollins Collage to the east and south, Holt Avenue to the north, and Pennsylvania Avenue and the CSX railroad tracks to the west.

The Winter Park High School Ninth Grade Center is almost 10 acres in size. Built in 1927, this facility originally served as the Winter Park High School. The campus is eligible for listing on the National Register of Historic Places and for designation as a local historic landmark on the Winter Park Register of Historic Places. When the current Winter Park High School was built in 1969, this facility became the Winter Park Junior High School, and became the Ninth Grade Center in the fall of 1987. Renovations are planned to begin 2009.

The residential area in the northeast corner of this planning area is adjacent to Rollins College, the Winter Park Ninth High School Grade Center, and the commercial and office properties. All of these uses impact the residential area through traffic and noise. To assist in preserving the residential properties on the north side of Holt Avenue an administrative rezoning to R-2 was undertaken in 1980. This was done to prohibit the use of these properties in conjunction with the commercial properties, and to prohibit parking lots that connect Fairbanks Avenue to Holt Avenue, thereby increasing traffic on residential streets. To preserve the character of the single-family area, the division line between the low-density residential area and single-family residential area should be maintained.

In 2003, the College Quarter Historic District was established. The historic district contains 155 residential properties. The district is significant for its collection of circa 1920's architectural styles and for its association with the Florida Land Boom period of development in Winter Park.

Several city parks are within a half mile distance to the residents within the College Quarter neighborhood. These parks include Mead Garden, Azalea Lane Recreation Center, Lake Island, Central Park, and the Winter Park Community Center. However, the latter three parks are located north of Fairbanks Avenue; one of the City's most heavily traveled roads. A. J. Hanna Park is a third of an acre mini-park with landscaping and a seating area. The College Quarter Conceptual Master Plan created in 1998 recommended expanding the park to create a more usable neighborhood gathering place. Due to roadway constraints, this has not proved feasible; however the City acquired a small lakefront area on Lakeview Drive that could be enhanced to provide a passive gathering place if the city and neighborhood wish to explore this option.

Transportation. Proximity of the College Quarter neighborhood to the Central Business District, Rollins College, the Winter Park Ninth Grade Center, and commercial and employment activities along Fairbanks Avenue and Orange Avenue allow neighborhood residents to walk or bike to work, stores, or entertainment activities.

With Rollins College located at its eastern perimeter and the Ninth Grade Center located inside its neighborhood area, cut-through traffic creates public safety issues for residents. Streets within this neighborhood can also be used by non-local traffic to by-pass Fairbanks Avenue or Orange Avenue.

Several Lynx bus routes follow US 17-92, Orange Avenue, and Fairbanks Avenue. Each route connects to the regional transfer stations, including the Denning Drive transfer stop, where other routes connect to locations throughout metropolitan Orlando. All bus routes along these streets are less than a half mile walking distance for all residents within the Mead Garden, Virginia Heights and College Quarter Planning Area.

Mead Garden, Virginia Heights and College Quarter Planning Area F Planning Issues.

- **Transportation.** As in many neighborhoods in Winter Park, traffic will cut through residential areas when community road become congested. In response to intensive redevelopment in the Baldwin Park neighborhood in Orlando and the resulting potential for increased traffic, the City repaved portions of Winter Park Road, Lake Sue Drive and South Pennsylvania Avenue with brick to calm traffic to speeds appropriate for residential areas. Portions of Lakeview Drive in Virginia Heights and the College Quarter were repaved with brick, and Holt Avenue through the College Quarter neighborhood to Rollins College was repaved with brick to calm traffic as recommended in the College Quarter Conceptual Master Plan. A. J. Hanna Way will be repaved with brick in association with plans to replace the existing on street parking conditions at the western edge of the Rollins College campus with an off street parking area on the campus resulting in improved vehicle and pedestrian safety.

The City should continue to promote comprehensive traffic calming for safe multi-modal transportation.

Street signage and way-finding programs should direct traffic to major destinations including Rollins College, Park Avenue and their attractions via Orlando, Orange and Fairbanks Avenues and Denning Drive rather than through the residential neighborhoods of the planning area.

Future commercial or mixed-use redevelopment along Orange and Fairbanks Avenues and Denning Drive should provide for primary access from those roadways to reduce the impact on the adjacent residential areas.

A CSX rail line currently traverses this planning area. The rail line carries freight and would also serve the proposed Central Florida Commuter Rail. Study is necessary; however the rail line right of way through this planning area might offer an opportunity to serve as part of an inter-city bicycle trail.

The Cady Way to Mead Garden bicycle route passes through the planning area. A portion of the route along Minnesota Avenue in this area has striped bicycle lanes. The posted speeds along the remaining portion of the route through this planning area allow bicycle traffic to share the roadway with automobiles.

- **Preservation of Affordable Housing.** As the Lake Midget residential area is an island amid commercial and office properties, from time to time the pressure to rezone is created by land use conflicts. The City is endeavoring to preserve Lake Midget's residential area and should consider a small area study to address planning solutions to remedy these conflicts. Recognized as an "island of affordable housing," the City may also want to consider coordination with Orange County and the Florida Department of Community Affairs on joint participation in the planning, formation, and funding of an "affordable housing neighborhood." Such a program would include implementation of and neighborhood park development. In addition, the City may want to coordinate with Orange County to include the Lake Midget residential area as a target for housing assistance, affordable housing, renovation, and revitalization programs. Winter Park needs to preserve such moderate cost housing areas in order to implement the policies of the Housing Element regarding affordable housing.

The City should preserve and protect the residential land use along Denning Drive in this Planning Area from office and commercial encroachment. In furtherance of this policy, the City should not rezone the existing residential properties on Denning Drive to office or any other non-residential zoning.

- **Preservation of Single-Family Density.** The Garden Acres neighborhood has a Future Land Use mix of single-family residential and Low-Density Residential. Before 1979, the Low-Density Residential area had been zoned R-3, but conformed better to Low Density Residential standards. The majority of the units were single-family and only two properties were large enough to be developed under the R-3 standards. This Low-Density Residential section is experiencing redevelopment activity. Since there is ample Low-Density Residential land not fully developed, this activity should not create a demand for more low-density properties. The single-family area to the south should be preserved from higher intensity.
- **Preservation of Wetlands.** This planning area contains one of the prime wetland areas in the City. This wetland is located along the Howell Branch Creek between Lake Virginia and Lake Sue.

Currently, half of the area is in public ownership and half is owned privately. This wetland has a Conservation designation on the Future Land Use Map and should continue to be protected from development under existing zoning and floodplain regulations.

Recreation and Open Space. The City should preserve the recreational land use of Lake Midget Park, Azalea Lane and Harper Shepherd Field.

The City should encourage and support the restoration and preservation of Mead Garden.

- **Promotion of Office Land Use.** Within this planning area, many of the commercial and office properties were previously zoned industrial. However, since the businesses character of this area is no longer tied to the adjacent railroad line, it was decided in 1981, as part of the Comprehensive Plan Update, to rezone the properties for office uses. This area still contains one remaining industrial property. The City should consider rezoning this property since it is vacant and located adjacent to the residential neighborhood.

Orange Avenue is considered one of the important gateways into Winter Park due to the connection to US 17-92 and I-4. A major policy decision of the 1976 Comprehensive Plan was that this entrance should be aesthetically improved by having a predominance of office properties. Although this area is now mostly offices, there are still some notable commercial exceptions. The City should continue to implement land use controls that encourage office uses along this portion of Orange Avenue between US 17-92 and Denning Drive. This area would lend itself to mixed-use applications as the former Progress Energy properties and former Holler automobile businesses redevelop.

The City has prohibited certain business types within this Mead Garden Planning Area including new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores, as this portion of Orange Avenue is a gateway into the City of Winter Park.

- **Preservation of Historic Character.** In 2003, property owners within the College Quarter demonstrated their commitment to protect the historic character and pedestrian orientation of their neighborhood by voting to become a historic district as recommended in the College Quarter Conceptual Master Plan and the City's survey of historic resources. The redevelopment, additions and renovations that have occurred under the guidance of the City's Historic Preservation Commission since the historic district's creation have been well received.

In 2008, the Virginia Heights neighborhood petitioned the Historic Preservation Commission to begin to explore the process of becoming a designated historic district.

The City should encourage the creation of historic districts and individual history property designations with this planning area. Winter Park may want to evaluate potential funding mechanism such as special taxing districts or special neighborhood improvement districts to generate revenue to assist with infrastructure and improvement costs.

- **Ninth Grade Center. If the Orange.** . The Orange County School Board (OCSB) is planning a comprehensive renovation of the Ninth Grade Center campus that will begin by the end of 2010. The historic Administration building and Gymnasium will be preserved. The campus playing field, popular for joint use by youth leagues and Rollins College will be restored for use after campus renovations. The City will coordinate with the OCSB for regarding campus improvement compatibility with the surrounding neighborhood, infrastructure, stormwater and traffic flow improvements.
- **Holt Avenue.** Expansions of commercial or office developments or their parking on properties fronting on Holt Avenue should be prohibited. Access driveways from commercial or office development on Fairbanks Avenue on to Holt Avenue should also be prohibited.

The City will preserve the division line between low-density residential and single-family residential between Holt and Fairbanks Avenues.

- **Former "Ahik's" Property at 510 Holt Avenue.** Redevelopment of the commercial former "Ahik's" property at the northeast corner of the intersection of Pennsylvania and Holt Avenues should be sensitive to traffic generated onto Holt Avenue. The scale and height of buildings fronting on Holt Avenue should be limited to 2 stories (30 feet) in height as a compatible transition to the adjacent R-2 development standards. In addition, the redevelopment of the property should be compatible with the adjacent historic district. The City will preserve the division line between the commercial property and the adjacent Low-Density Residential property.

Notwithstanding the heights and densities permitted or conditionally permitted under the existing commercial land use designations, the redevelopment of the commercial "Ahik" property (as mentioned above) should be concentrated along the railroad and Fairbanks Avenue frontages while maintaining the natural features of the site, especially specimen trees.

Downtown / Rollins College Planning Area G

The Downtown/Rollins College Planning Area is located in the center of Winter Park. Its general boundaries are the Winter Park Golf Course on the north, Rollins College on the south, Virginia Avenue on the west, and Lake Osceola on the east.

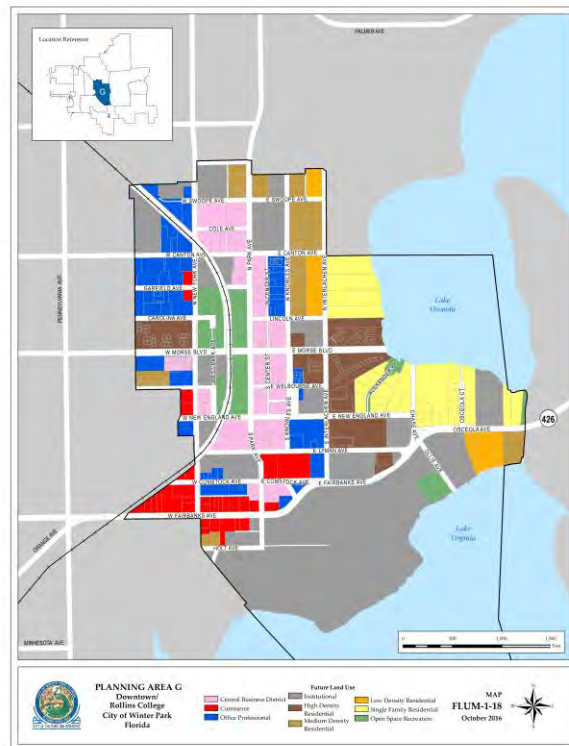
Within the Downtown/Rollins College Planning Area there are a number of prominent residential complexes. While at one time many downtown apartments were used only for seasonal occupancy, the growing attractiveness of the amenities of the Central Business District has led to full-time occupancy of virtually all units.

Preservation of the residential areas in this planning area as well as those in close proximity has always been a top Comprehensive Plan priority. This policy is consistent with the general policy of protecting residential areas from commercial or office encroachment. However, it also provides the complimentary benefit of providing a stable customer and employment base within walking distance of the downtown.

The parks and recreational components in the land use mix of the Downtown/Rollins College area are Alexander Place Park, Dinky Dock Park and Central Park. Alexander Place Park is a 0.25-acre open space mini-park that has frontage on Lake Osceola but no recreation facilities or amenities. Dinky Dock Park, classified as a lake access community park, is a 1.56-acre park on Ollie Avenue and Lake Virginia. It has 250 feet of lake frontage with restrooms, picnic facilities, a fishing dock, swimming beach and boat launching ramps. Boats launched at the Dinky Dock ramp have access via canals to Lakes Mizell, Osceola, Maitland and Minnehaha in Maitland.

**Table 1-G: Downtown/Rollins College
Planning Area G Profile**

Land Use	Acres	%
Single-Family Residential	22.47	10.50
Low-Density Residential	6.39	2.99
Multifamily Residential	33.04	15.45
Commercial/Office	54.18	25.34
Industrial	0	0
Institutional	86.21	40.32
Parks/Recreation/Open Space	9.3	4.35
Conservation	0	0
Vacant/Undeveloped	2.25	1.05
Total	213.84	100
Local Streets/Roads	Fairbanks/Aloma Avenue, New England Avenue, Morse Avenue, Holt Avenue	
Neighborhood Parks	Central Park, Dinky Dock Park, Alexander Place,	
Transit Route	Lynx bus route 23	



All Winter Park residents living within Planning Area G are within a half mile distance of these parks. Rollins College provides recreation and athletic facilities available to its students and employees.

Central Park is likely the single most important element in providing the attractive character of Winter Park's downtown area. Sitting in the heart of the Central Business District is the 6.9-acre Central Park that was set aside in 1882 by the founders of the Town, Oliver Chapman and Loring Chase. Central Park was to be the gateway to Winter Park for visitors to the town arriving at the railroad station. The park's original purpose continues to bring a special character to the CBD for both the first time visitor and the every day citizen.

The original founders had the foresight to provide for Central Park in lieu of using the land for more commercially valuable property. However, it was not until 1916 that Central Park became a dedicated and permanent park of the City of Winter Park. Charles Hosmer Morse was the benefactor to whom much of the credit is due for his generosity regarding Central Park and the special character it gives the Central Business District.

The instrument deeding Central Park to the City includes an important deed restriction. It reads "this conveyance being made for the purpose of conveying said lands to the Town of Winter Park is for the purpose of parks, and it is expressly understood that the use of any said lands for any other purpose will cause the same to revert to. C.H. Morse, his heirs or assigns". The maintenance of Central Park for its passive park attributes is the result of this reverter clause and the deliberate actions of the City in avoiding the commercialization of the park by a constant stream of events and activities. The City has prepared a set of policies and rules on the use of Central Park that strive to limit its overuse by organized groups and maintain its passive park and open space character.

In 1999, the City passed Ordinance 2327 in a continued effort to preserve the character of Central Park. This ordinance deemed it possible to submit to the registered electors of the City for approval or rejection, the proposed construction of any permanent structure or building, including but not limited to office or commercial use, on City-owned lands adjacent to Central Park or which are bounded by Canton Avenue on the north, Park Avenue on the east, New England Avenue on the south and New York Avenue on the west. In 2002, this ordinance was amended to exclude open park or garden structures such as trellises, fountains, pergolas, gazebos, pavilion or modifications or enhancement to existing Central Park accessory structures.

In order to insure the preservation of the character of Central Park while enhancing opportunities for the public to utilize this park, the City has prepared a Central Park Master Plan (CPMP). This provides a vision for both physical improvements to the park as well as landscaping objectives. One goal of the CPMP is to expand Central Park westward to encompass the lands now utilized for public parking lots at the corners of New York Avenue and Morse Boulevard. This Central Park expansion, when realized, will provide the residents with approximately three acres of additional green space, increasing the recreational and aesthetic values of Central Park. Additionally, the expansion will allow development along New York Avenue to benefit from the aesthetic value of open vistas of Central Park.

The major challenge to achieving this goal is the need to replace the 270 public parking spaces now utilized by customers and employees. This process has already begun. The City has made major financial expenditures towards satisfying this requirement. Community Redevelopment Funds have been used to provide 60 net new public parking spaces in the Park Place Building and 46 new public parking

spaces on the ground floor of the Bank of America building. The restriping of New York Avenue resulted in an additional 20 parallel public parking spaces. Any additional required public parking spaces could be provided within parking garage facilities located around the CBD, underground parking beneath a portion of the expanded park, or surface parking lots. These options and others will require much study, analysis and comment from citizens and merchants. Options which propose private development on City properties and/or rights-of-way to achieve all or part of this goal are deemed contrary to the desired vision and policies of this Comprehensive Plan. However, with vision and the financial commitment by citizens and businesses, as well as developer contributions the goal of an expanded Central Park could one day become a reality.

The public, religious, educational and community services land uses here provide a range of public services to the citizenry. Governmental land use consists of City Hall, the Public Safety Complex, the Public Library, and six public parking lots. Religious institutions include the Catholic, Christian Science, Congregational, Episcopal and Methodist churches. Educational land uses within Planning Area G consist primarily of the Rollins College campus. Community service uses include the Amtrak railroad station property.

The Winter Park Public Library was founded in the 1880's and moved to its current location, at the corner of Chase Avenue and Fairbanks Avenue, in 1977. The two-story, 22,250 square foot building sits on a 1.7-acre site. The Library circulates over 475,000 items and serves the residents of Winter Park as well as its neighbors in Orange and Seminole Counties.

Commercial and office properties represent the primary land use in the Central Business District, but account for a smaller extent of the total land than in most downtowns. It is difficult to precisely measure the extent of the business district, but the staff estimates that approximately one million square feet of commercial and office space are within the CBD.

The Winter Park Central Business District, featuring the Park Avenue Shops, is one of the premier downtown retail shopping districts in Florida. Its special character is a combination of the pedestrian scale of the buildings, the eclectic mix of architectural styles, the open space vistas of Central Park, and the predominance of small, distinctive specialty shops. While there are other upscale shopping districts in Florida in downtown settings, such as Worth Avenue in Palm Beach, and St. Armands Circle in Sarasota, Winter Park's Park Avenue has claim to rival the best there is not only in Florida but across the nation.

In some respects, the land use aspects of the CBD would seem to disqualify Park Avenue from its distinctive status. Classic land use planning would never locate a retail shopping boulevard within 200 feet of railroad tracks with active freight service and its associated noise, dust and vibration. Commercial land use planning requires that there be ample customer parking within sight of the shoppers' destinations which rarely include parallel parking. It is also an assumption that shopping districts need large anchor stores or special attractions to draw customers to the smaller shops. Park Avenue succeeds because of a combination of factors that involve the public and private sectors. The majority of the credit belongs to the private sector properties and business owners whose investments in building renovations have provided a range of interesting architectural façades, interior spaces and a diversity of retail shopping options. Property and business owners have voluntarily added their distinctive awnings and canopies which provide attractive styling and are functionally beneficial in providing shelter from Florida's sun and rain.

In 1971 the City's downtown zoning regulations were amended to impose a two-story, 30-foot height limit on new buildings in order to maintain the neighborhood's pedestrian-oriented, "village" atmosphere. It was apparent, with the construction of the six-story Barnett Bank in 1969, that the District's previous 80-foot height limit did not support the pedestrian character that citizens of Winter Park desired. This amended height limit was reinforced in 1984 when the City enacted a three-story, 35-foot height limit on properties located on the periphery of the Business District and zoned office or general commercial. However, 13 years later, it was decided that the downtown's pedestrian scale and character would not be harmed by the addition of three-story, 40-foot high buildings as long as these buildings were compatible with the existing, mostly two-story structures, were architecturally compatible, and were designed and constructed with proper building articulations and additional setbacks for portions of the upper floors, and included the requisite number of parking spaces. This decision to allow three-story buildings, through conditional use only, within the Central Business District, resulted in the construction of the Rollins/Sun Trust project, and the Park Place building.

There were six restaurants in the Central Business District in 1974. Nine years later, the number of restaurants had risen to twenty. In 2006, there are twenty-six restaurants on and within one block of Park Avenue. The emergence of this area as a restaurant district has generally been a positive influence in broadening the appeal of the area. Restaurants help generate customer traffic for the stores and vice versa. The new restaurants have been beneficial to the downtown employees both for business and pleasure. The restaurants have also drawn people downtown in the evening, offering businesses the potential for expanded shopping hours. The negative effect of the large number of restaurants in the District has been the impact on the availability of parking. Since normal peak parking demand exists during mid-day, the added demand for parking for restaurant customers and employees has lead to an increased strain on available parking. For this reason, the City enacted a zoning code change in 1984 that changed restaurants from permitted use to conditional use here. This mechanism allows the City the ability to control the number and location of new restaurants so that they can be permitted in settings where some off-street parking is available for employees and customers. However, in order to encourage 'fine dining' restaurants that are complimentary to the character of Park Avenue, the City, in 2004 exempted such restaurants from the conditional use requirement.

In 1983, the City became increasingly concerned about banks, real estate offices and other office tenants replacing retail stores in prime Park Avenue locations. It became apparent that large gaps between stores would deplete the pedestrian window shopping experience. A citizen and business owner campaign arose that asked to "Preserve Park Avenue". The response was the adoption of a vertical zoning ordinance.

Winter Park's vertical zoning regulations now exclude banks and offices from the first floor of buildings within the Park Avenue Corridor. This Park Avenue Corridor includes all properties within the downtown that front on Park Avenue or down the side streets 140 feet. While the regulations grandfathered in the existing offices as nonconforming uses, they provide for a continuance of the primary retail shopping character of Park Avenue and the Central Business District. The City recognizes that in this period of rapid development nationwide and specifically in Central Florida, it is the cultural and historic richness and the charm of our pedestrian-scale "village" that provides Winter Park with the discriminators that continue to increase the value of its properties.

There continues to be significant public debate concerning the evolution of the Park Avenue Corridor and the Central Business District as a whole on the inclusion of a growing number of national franchise or national company-owned retail stores and restaurants. Many see this trend as a threat to the uniqueness that has been a trademark of the appeal and attractiveness of the Park Avenue area. Others see these retail stores and restaurants as magnets for new customers through brand identity. The City should continue to monitor this situation.

Rollins College, a nonsectarian, independent, co-educational institution that is accredited by several national education organizations, is located on Fairbanks Avenue and along the northwestern shore of Lake Virginia. Rollins was founded in 1885 and is the oldest private college in the state of Florida. Academic programs offered at this liberal arts college include 28 undergraduate majors, 15 minors, graduate degree programs, and 15 other professional education programs. Rollins' full-time undergraduate enrollment was 1778 undergrad students in 2006-07. The campus facilities include the 300,000 volume Olin Library, the Bush Science Center, the Keene Music Building, the Cornell Campus Center, the Annie Russell Theater, Knowles Chapel, the Cornell Fine Arts Museum, the Enyart-Alumni Field House and the Alford Pool and Stadium.

Rollins also offers graduate and continuing education programs. Its Hamilton Holt School is an evening degree program that serves 2,400 adults a year. The Holt School offers studies in 10 major subjects and 14 minor subjects, 4 graduate study programs, as well as teacher preparation programs for certification and recertification. Rollins is also home to the Crummer Graduate School of Business, which offers 4 MBA programs. There are two single-family residential neighborhoods in the Rollins area. One is on Lake Osceola, along Interlachen Avenue, and the other is located along Alexander Place and Osceola Avenue. Both areas are north of Fairbanks Avenue.

Commercial and office properties occupy a small amount of the land use in the Rollins area. They are located along Fairbanks Avenue from Park to New York Avenues.

Transportation. LYNX bus route 23 follows Fairbanks/Aloma Avenues, crossing through the heart of the Downtown/Rollins College Planning Area. This route connects with several Lynx bus transfer stations, providing linkage with other bus routes serving the Orlando metropolitan area. All residents, including Rollins College students living on campus, are within a half mile of Route 23. Portions of the Rollins College campus are also within a half mile distance to other Lynx routes that use Orange and Fairbanks Avenues.

While several streets lie within Planning Area G, only Fairbanks/Aloma Avenue has a significant impact on the character and quality of life of its residents and Rollins College students and employees. Only the eastern ends of New England and Morse Avenues extend into northern areas. The eastern ends of these community streets terminate at Lake Osceola. Holt Avenue, serves as one access point to Rollins College but does not extend into the campus and does not serve residents residing in eastern and northern portions of this planning area.

AMTRAK provides rail service at the Central Park station, and the proposed Central Florida Commuter Rail system would include a stop in Central Park.

Downtown/Rollins College Planning Area G Planning Issues

- **Parking.** As directed by the Land Development Code, the City should continue to require parking for any new building or new floor space constructed within the Central Business District.

Any joint public-private development project on City land or City rights-of-way should have to replace the same number of on-site public parking spaces as well as provide the additional spaces required by the private segment of the development.

The City's effort to expand public parking should identify and prioritize actions and programs needed to address the existing deficit, including the provision of parking that would provide for a growth in the size of existing or new buildings or in the size of the Central Business District or provide parking for mass transit needs.

- **Preservation of Residential Density.** Before 1976, the multifamily area along the south side of Osceola Avenue was zoned R-3, Medium-Density Residential. When the Comprehensive Plan was adopted in 1976, this area's zoning was changed to R-2, Low-Density Residential on the Future Land Use Map. Higher density residential along the north shore of Lake Virginia would not be compatible with the character of the surrounding area and the environmental protection of the lake's water quality. Existing traffic volumes and road alignment along Fairbanks/Aloma Avenue could also create issues with level-of-service, quality of flow, and traffic safety related to intersecting driveways. If Rollins College were to sell their property in this area, it would be reasonable for it also to be developed at R-2 standards to conform to the adjacent Low-Density Residential land use designation.
- **Preservation of Residential Character.** The City should ensure that residential land uses are preserved within the Downtown/Rollins Planning Area. Mixed-use buildings on land currently designated as residential should not qualify.

Before 1944, the single-family residential area along the north side of Osceola Avenue was zoned R-3. It was administratively rezoned in 1974 to single-family residential. Two properties in this area, the Polasek Museum and the Greene property on Chase Avenue, are large enough to be subdivided. If these areas are subdivided, they should conform to the surrounding single-family homes site size and R-1AAA/R-1AA standards.

- **Preservation of Pedestrian-friendly Environment.** Fairbanks/Aloma Avenue traverses the center of this planning area. This corridor is designated a community street. General concept design standards are proposed within the Transportation Element which will create a more pedestrian-friendly environment. As Fairbanks and Aloma Avenues are components of SR 426, jurisdictional control of the roadway belongs to the Florida Department of Transportation. Freight trucks use this state road to move from SR 436 to I-4 and other roadways. To improve the character of the planning area and promote the pedestrian-oriented urban environment promoted by the Transportation Element, the City should coordinate with FDOT to establish a truck route that will lead regional freight truck traffic to other roads. Possible truck bypass routes could be Howell Branch Road and SR 50. A truck bypass would direct regional truck traffic away from Fairbanks/Aloma Avenue but allow entry by local bound truck traffic.

The City should preserve the pedestrian scale and orientation of the Park Avenue Corridor by limiting development to two stories with a maximum height of 30 feet or three stories with a maximum height of 40 feet (excluding any mezzanine levels). This should be done on a case by case basis through conditional use review and by prohibiting new drive-in businesses within the C-2 zoning districts. Planned Development Overlay approvals and other variances for more than three stories should also be prohibited within this planning area.

The City should preserve the pedestrian scale and orientation of the Central Business District as a whole by limiting development to no more than three stories (excluding any mezzanine levels) in all non-residential zoning districts within this planning area.

- **Improvement of Parks.** Dinky Dock Park functions as a community park because its lake access and boat launching facilities serve a customer base. Dinky Dock does not include some of the recreation facilities typically found at a neighborhood park. To better serve residents of the planning area, future improvements at the park should include recreation facilities, such as a playground. This improvement would allow Dinky Dock Park to continue to function as a lake access community park, but also function as a neighborhood park for nearby residents, particularly those within a half mile walking distance.

The City should preserve the passive character of Central Park, comply with the Central Park Master Plan, and continue to avoid commercialization by user groups. The possible future expansion of the park onto all or part of the existing parking lots at New York Avenue and Morse Boulevard should be encouraged. This expansion should occur only when the existing parking spaces are replaced within the Central Business District. Private development on City property, on City rights-of-way or on City properties deeded to private parties to fund this program should not be permitted.

- **Preservation of Retail Shopping District.** The City should preserve the character and style of the Park Avenue Corridor as a retail shopping district with an eclectic architectural mix and a predominance of small distinctive specialty stores along with complimentary restaurant destinations. Within the Park Avenue Corridor the existing vertical zoning regulations should be maintained and bars/nightclubs should be prohibited.
- The architectural character of the CBD should be preserved. Design review or architectural review in the City's land development regulations should continue to include a provision for building and storefront façade review, including signage, in the CBD. The City should explore preservation tools to incentivize the preservation of historic buildings.
- **Rollins College.** Rollins College is one of Winter Park's prime assets, an institution that provides many benefits by contributing to the economic, educational and cultural diversity of Winter Park. Recognized as one of the leading liberal arts colleges in the nation, Rollins College, its faculty, students and alumni, all reflect positively on the image of the City, adding to its attractiveness and distinctiveness. While Rollins brings many benefits to the City, accompanying the College are several inconveniences. These include increased noise and traffic that affect the surrounding residential areas. The character of adjacent neighborhoods has been affected by students parking along streets and from noise generated from on and off campus social activities. Coordination and cooperation between the College and the City have led to the construction of a multi-level parking garage in 1999, owned and operated by Rollins College. These additional parking spaces

have reduced the frequency and extent of students parking within neighborhoods adjacent to campus.

The land use issue involving Rollins College is how to best balance the improvement of the College's buildings and facilities without negatively impacting adjacent residential areas. Some redevelopment is expected in the future as the College redevelops its educational and athletic facilities, campus housing and parking. These improvements should be encouraged but only when their impact on surrounding residential areas is minimized. These improvements to and/or expansions of Rollins' buildings and facilities, as well as those of any other educational, non-profit or other institutional entities, should be accommodated through conditional use reviews, and should conform to existing Winter Park zoning regulations and standards. If campus expansion is required, land use should be changed to PQP as long as the expansion is directly related to the educational purposes of the college in serving students and/or staff.

- **Other Planning Area G Issues.** Methods for preservation of Osceola Lodge (231 North Interlachen Avenue) and/or the Bigelow House (323 North Knowles Avenue) should be encouraged including changes to land use designations to permit non-residential usage as foundation office space or by other non-profit users when designations as historic landmarks or other assurances are provided.

The redevelopment plans for building projects on the City Hall property and other municipal properties in the CBD should be submitted for voter referendum if required by the Charter.

The City should limit the use of the Central Business District future land use designations and the CBD zoning district to those properties designated in the Future Land Use Element, Goals, Objectives and Policies document

The City should promote the cultural institutions existing within this planning area and seek to expand their contributions to Winter Park as the "City of Arts and Culture".

Hannibal Square Neighborhood Planning Area H

The Hannibal Square Neighborhood Planning Area (HSN) is located in the western central portion of Winter Park. Its general boundaries are Denning Drive to the west, the railroad to the north and east, and Fairbanks Avenue to the south. HSN primarily encompasses the area the City recognizes as the “Westside Neighborhood” and also includes two neighborhood-oriented commercial areas.

HSN, originally named Hannibal Square, is one of Winter Park's original residential areas. Residential housing and commercial buildings in the Hannibal Square Neighborhood have been in existence since the founding of the Town of Winter Park in the early 1880's.

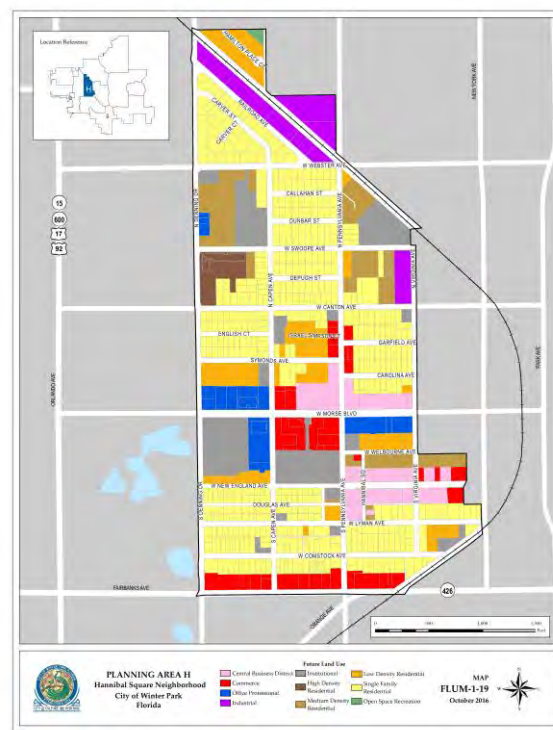
According to the 2000 CRA Census statistics, the HSN is home to the vast majority of the City's African American population. This planning area contains most of the City's African-American population.

Residential housing in the HSN and commercial buildings in the HSN have been in existence since the founding of the Town of Winter Park in the early 1880s.

There are 787 housing units in the Hannibal Square Neighborhood, representing 10% of the City's housing stock. Of these 787 units, approximately 55.5% consist of single-family structures, with the remaining 44.5% consisting of multifamily units. This is a larger orientation toward multifamily housing than the overall Citywide composite of 64.5% single-family and 35.5% multifamily. The mix between renter and owner occupied is also more oriented toward rental than exists citywide. The contrast is 45% owner occupied and 55% rental in the HSN and 63% owner occupied and 37% rental citywide.

**Table 1-H: Hannibal Square Neighborhood
Planning Area H Profile**

Land Use	Acres	%
Single-Family Residential	76.30	42.14
Low-Density Residential	16.58	9.17
Multifamily Residential	19.01	10.5
Commercial/Office	26.63	14.7
Industrial	10.28	5.62
Institutional	10.19	5.63
Parks/Recreation/Open Space	4.52	2.5
Conservation	0	0
Vacant/Undeveloped	17.64	9.74
Total	181.15	100
Local Streets/Roads	Morse Boulevard, Pennsylvania Avenue, Virginia Avenue	
Neighborhood Parks	Winter Park Community Center, Lake Island Estates Park, Central Park, Azalea Lane Recreation Center	
Transit Routes	Lynx bus routes 1, 9, 14, 16, 23, 39	



There are two neighborhood-oriented commercial areas within this planning area. One is the Hannibal Square district located along New England and Pennsylvania Avenues to the south of Morse Boulevard with a companion commercial district on Pennsylvania Avenue, north of Morse Boulevard and south of Canton Avenue.

The HSN planning area contains some of the City's light industrial zoning. These are located opposite the City's Public Safety Complex on Virginia Avenue, on the east side of Railroad Avenue between Denning Drive and Webster Avenue and on the west side of Pennsylvania Avenue opposite the golf course. There are also a number of office buildings along Morse Boulevard.

Churches have always played an important role in the social development of the HSN. There are sixteen (16) churches scattered throughout the neighborhood. The Winter Park Community Center on West New England Avenue is the major park and recreational asset in this area.

The HSN plays an important role in making Winter Park a “true” city and not just a residential suburb, providing the ethnic diversity that is essential for a true city. The HSN also provides a significant amount of the City's affordable housing which also guarantees Winter Park's economic diversity. These elements are not just sociological labels but elements which the City's economy requires as essential components. The service and blue collar workers from the HSN, with pedestrian access to Winter Park's primary commercial and office districts nearby, are as essential to the economy of the City as they have been since the early 1880s.

Next to the Center is Shady Park. This neighborhood park has a new “spray play” water feature. Lake Island Estates Park, Central Park, and Azalea Lane Recreation Center, parks with recreation facilities common to neighborhood parks, are all within a half mile distance to residents of this planning area.

In 2007 the City undertook a neighborhood survey and the development of a CRA strategic plan. Aside from the various service improvements requested by the residents, their zoning and housing desires were as follows:

1. Encourage private home ownership.
2. Prefer home ownership to rental apartments.
3. Maintain residential zoning in the neighborhood.
4. Enforce codes on rental housing to improve conditions.
5. Provide public housing for senior citizens.

The City believes that the Westside residents continue to have these same desires concerning land use and housing in their neighborhood. Land use policies will only be successful if they accomplish the citizens' directives.

In 1994, following approval from Orange County, the Winter Park Community Redevelopment Area (CRA) was officially established. This action and the adoption of a CRA Plan has had a major impact on the two principal land use issues identified in the 1990 Comprehensive Plan, consisting of the future of Morse Boulevard and the Hannibal Square commercial district. The original boundaries for the CRA encompassed the Westside neighborhood as well as a portion of the Central Business District located west of the CSX railroad. In 1999, the City expanded the CRA's boundaries westward to include a large portion of the 17-92 Corridor, Planning Area J.

The purpose of establishing a CRA was to “identify opportunities to create a quality environment for residents and businesses.” For the Hannibal Square Neighborhood, the CRA identified a number of critical concerns including:

1. Social problems such as apathy, public safety needs, the lack of property maintenance, affordable housing, youth recreational programs and employment, and minority business development.
2. The lack of private investment within the HSN.
3. The need for physical improvements such as streetscape, trees, and sidewalks.

Formation of the CRA enables the City to utilize tax increment financing to support physical improvements within the CRA’s boundaries. Tax increment financing allows property taxes generated from improved property values to be specifically earmarked for physical improvements for the CRA. Since the formation of the CRA in 1991, and subsequent amendment thereto in 1994, the City has allocated \$11,005,172 for improvements and programs implemented within the HSN. A list of the major improvements and the associated expenditure appear in Table 1-8.

Table 1-7: Hannibal Square Neighborhood Improvements Funded by CRA Program	
Improvement/Program	Cost
Shady Park Spray Play	\$300,000
Affordable Housing Land Acquisition (815, 845, and 859 West New England Avenue)	\$320,000
Housing Rehabilitation plan	\$260,000
N. Pennsylvania Ave. Enhancements	\$397,550
Affordable Senior Housing Project	\$1,088,660
New England Avenue Streetscape	\$550,00
Canton Park Infrastructure	\$100,000
Heritage Center Facility	\$150,000
Housing Rehabilitation	\$506,500
Canton Park Redevelopment – Housing Cost. Seed Money	\$400,000
Hannibal Square Land Acquisitions	\$1,000,000
Pennsylvania Streetscape Phase II	\$400,000
Denning Drive Pedestrian Crossing and Intersection Improvements	\$375,000

Source: City of Winter Park, 2006.

The 1999 amendment to the CRA Plan expanded the boundaries for the CRA District but did not address any new directives or goals for the portion of the CRA covering the Hannibal Square Neighborhood.

Hannibal Square, the original commercial district for the HSN, is located on the west side of Central Park, north of Fairbanks Avenue, and east of Denning Drive. While this commercial area itself is quite small, about fifteen properties, the character of the "Square" is pervasive to a much larger area. The situation described in the 1990 Comprehensive Plan was that Hannibal Square was almost exclusively comprised of convenience stores, bars, taverns and boarding or rooming houses. As a result of the clientele of these businesses, there was an atmosphere, both perceived and real, of an unsafe and unlawful area, inviting the potential for increased blighted conditions. This functioned to

discourage residential development nearby as well as investment in commercial and office redevelopment.

The City of Winter Park took several actions prior to 1990 to limit the negative influences and to encourage the renovation of this commercial area. In terms of zoning regulations, the City exempted the existing commercial buildings from meeting the zoning code parking requirements. The City and Orange County Community Development jointly constructed a customer parking lot adjacent to Hannibal Square. By removing the parking requirement and by providing parking on an adjacent City lot, it was hoped that redevelopment would be encouraged but these actions had very little effect.

The consensus of the 1990 Comprehensive Plan was that there continued to be interest for the City Commission to “do something” about Hannibal Square. The consensus was that the Square exerted a negative influence on the surrounding area but there was not a consensus on what type of “something” the City should do. The suggestions ranged from better code and law enforcement to wholesale condemnation and urban renewal. There was concern about destroying the integrity of the 100+-year old commercial area, about actions that would just move the problems elsewhere within the neighborhood, and about whether this small commercial quarter, without visibility or arterial roads, could support a broad range of neighborhood-oriented commercial businesses.

As a result, the 1990 Comprehensive Plan again called for the proposed 1991 Westside Planning Study to address the issues on the future of Hannibal Square, which evolved into the 1994 CRA Plan. The CRA Plan provided that the properties along New England Avenue could convert to a proposed mixed-use commercial zoning. It was hoped that this would spur the redevelopment of New England Avenue and help to replace the blighting influences of the rooming houses, bars, etc. over the ensuing years.

Winter Park has been an active participant in the redevelopment that has occurred. In 1993, the City purchased the Big C Bar in order to close it as this establishment had been a draw for a clientele that participated in many vice activities. As envisioned in the CRA Plan, private property owners have renovated buildings and constructed new commercial buildings. The rezoning of the balance of New England Avenue will continue to encourage this positive redevelopment.

In 1997, the City prepared a Master Plan for the Hannibal Square neighborhood. To promote a mix of residential, office, commercial, public uses, and open space, the Master Plan addresses permissible land uses, compatible land use mix, building design for residential and commercial development, and building orientation and streetscape supporting a pedestrian environment. Other issues addressed within the Hannibal Square Neighborhood Master Plan include vehicle parking, pedestrian facilities, and tree preservation.

As previously discussed, safeguards need to be put into place to protect the adjacent residential areas from the impact of this commercial redevelopment. One measure needed is the protection of the integrity of the residential zoning on the streets behind New England Avenue. Similarly, protection is needed against encouraging speculation that this commercial rezoning is likely to occur in other areas away from the New England Avenue’s frontage properties.

The adoption of the CRA Plan has also had a major impact on the future of Winter Park’s historic primary east-west corridor, Morse Boulevard. Morse Boulevard is one of the major access routes and

gateways to the Central Business District. It connects the Lake Killarney area to the Lake Osceola area and creates a link between the Central Business District and Winter Park Village. As part of the original Town of Winter Park in the early 1880's, Morse Boulevard was platted as a grand boulevard with a landscaped median. While the character of the road has changed over the past century, its function and importance has not.

The character of Morse Boulevard and the picture it presents to travelers has been of importance and has developed into a major land use issue for the Hannibal Square Neighborhood. During the 1960's an interest in improving the appeal of this gateway led to a comprehensive rezoning from residential to office for the land fronting Morse Boulevard from U.S. 17-92 to New York Avenue. During this period a number of the existing office buildings were constructed.

While this office development had the support of many Winter Park residents, it was viewed negatively by most HSN residents, with most believing that the office rezoning resulted in the displacement of too many homes and threatened to divide their neighborhood in half. Accordingly, the residents petitioned to reclaim Morse Boulevard for residential continuity within their neighborhood. In 1971, the properties fronting on Morse Boulevard between Capen Avenue and Pennsylvania Avenue were rezoned back to residential as was the north side of Morse Boulevard between Pennsylvania and Virginia Avenue. However, some thirty or more years later, no residential development had occurred and the debate continues about the type of zoning and land uses which are in the best interests of the City for these blocks between Capen and Virginia Avenues.

One of the major policy decisions of the 1994 CRA Plan was to allow all of the properties which front on Morse Boulevard to be redeveloped as office or commercial. This redevelopment was to occur with strict adherence to the Morse Boulevard Design Guidelines which dictate building orientation, location, setbacks, streetscape, signage and building heights. Per these guidelines, a maximum building height is allowed if the third floor is entirely residential and is deed restricted for that residential usage. The other major difference from the 1960's is that this redevelopment would produce CRA increment revenue to benefit the entire HSN and not just the property owners.

Another major policy decision of the CRA Plan is to protect and prohibit any rezoning of residential properties to business designations for properties to the rear on Carolina Avenue, Symonds Avenue and Welbourne Avenue. Policies of this Comprehensive Plan implement these policy decisions.

In the 1990 Comprehensive Plan and in the development of the CRA Plan there was agreement on the following points:

1. The present Residential R-2 zoning is unlikely to result in any development because the residential owners' properties are too small for extensive development (no more than one duplex per lot) and the owners of the large vacant tracts are holding them for office or commercial rezoning.
2. A comprehensive Residential R-2 apartment development of this area is not favored by Westside residents who favor increased single-family housing for their neighborhood.
3. Administrative rezoning to multifamily is not favored by the residents or by the majority of property owners.

4. A change to non-residential zoning such as office or commercial should only be done based on a Master Plan for the entire blocks not just for piecemeal development, and that plan needs to include some community benefit land use set-asides such as open space, a community park and/or a pedestrian linkage network.
5. The City's existing office and commercial zoning districts do not contain sufficient design controls. A new mixed-use commercial or neighborhood business zoning district needs to be created and adopted for this area.
6. The new zoning districts must provide an opportunity for the neighborhood to benefit not only through the design but through employment opportunities and through business creation focused on the neighborhood.

The conclusion stated in the 1990 Comprehensive Plan was that a redevelopment plan needed to be developed that would benefit the City as a whole, the local residents, and the property owners, and that would end the existing stalemate. That redevelopment plan is the 1994 CRA Plan.

The CRA Plan calls for rezoning for the remaining residential properties on Morse Boulevard to a new mixed-use commercial zoning district. The zoning district would allow for and encourage the redevelopment of Morse Boulevard. It also has strict land use design guidelines requiring that new development contain building elements that are of benefit to the Westside neighborhood. In most instances this means that some portion of any new building must contain retail businesses or some other elements beneficial to the neighborhood and not exclusively office development.

While the CRA Plan opened the door for the rezoning of Morse Boulevard, there are protections needed for the adjacent residential streets and neighborhood. These are to contain the rezoning to Morse Boulevard and not open other streets to such rezoning. It also means protecting residential areas from the desires of developers to use the residentially zoned land for parking lots to serve the adjacent commercial development on Morse Boulevard.

Transportation. Located between Winter Park Village and the Central Business District, the residents and businesses within the CRA neighborhood are generally close to major employment, business, and social activities within the City. The current development pattern occurring within the Westside neighborhood displays building frontage placed close to the street and a grid pattern street system. This development pattern promotes convenient pedestrian mobility to areas inside and adjacent to this neighborhood. The Transportation Element provides a concept design plan for the redevelopment of Morse Boulevard to create a more pedestrian-friendly corridor. Redevelopment plans for Morse Boulevard, as proposed by the Transportation Element, envision a two-lane roadway divided by a wide median and bordered by on-street parking and 10-foot wide sidewalks. The plan also proposes a bicycle route parallel to the street.

A regional bus transfer facility is located on the east side of Winter Park Village along Denning Drive. Though not located within the planning area, this Lynx transfer facility is located immediately adjacent to the Westside neighborhood. Lynx buses providing service to this transfer facility include routes 1, 9, 14, 16, 23, 39. The transfer facility on Denning Drive is located within a half mile walking distance to approximately 60% of the HSN neighborhood area. Access to a bus route can also

be reached along Fairbanks Avenue, which crosses through the southern portion of the planning area, further increasing access to bus transit for Westside residents.

Hannibal Square Neighborhood Planning Area H Planning Issues

- **Affordable Housing.** One primary planning issue here is the loss of population and housing. The City as a whole gained 5,080 residents and grew 29.6% between 1960 and 1990. This growth was mostly due to annexation although all Winter Park planning areas showed some modest population growth except for two. Those two planning areas were Hannibal Square Neighborhood and Downtown/Rollins College. The HSN lost 820 persons i.e. 22% of their population during those thirty years. This loss of housing and population is one of the most pressing issues the City should address if the stability of this planning area is to be maintained. Related to this is the loss of significant amounts of residential land via rezoning to commercial/office development. The City should actively promote mixed-use projects which include residential units on rezoned commercial/office land.

There are various reasons for this decline in population and housing, some of which are outside of the City's control, such as national demographic changes affecting the elderly and families. The elderly are living slightly longer and living at home longer which produces more homesteads without children at home. Since the citizens of Hannibal Square Neighborhood had an older average age (44) as compared to that of the City as a whole (40), per the 1990 US Census, this factor does play a role. In addition, the trend toward smaller families cuts across all racial and economic groups.

Speculative purchases by real estate investors have caused a further decline in the population and housing here. To some, property within HSN seems like an incredible bargain as vacant lots and houses can be purchased for much less than those in other sections of the City. Investors here note the prime location, the limited downside risk in price, and doubt the long term resolve of the City to maintain this as a residential area. Typically, rental homes are demolished after a decline in housing conditions, with investors land banking vacant lots.

Another reason for the decline in the population and housing here is that private residential builders have been unwilling to utilize the planning area's assets. There are vacant lots available for development with all urban infrastructure and services existing, low prices, and good locations. However, the potential for enormous profits here is less than in other parts of Winter Park so little residential construction has taken place except for that done by owner-occupants. It was, in part, this situation that prompted the City Commission to develop the Affordable Housing Program, addressed in detail within the Housing Element. In brief, the City has used its Affordable Housing Program's linkage fee and bond issue revenues to build and sell new, affordable, single-family houses. This work is helping to revitalize the area and sends the visible message that the City of Winter Park is committed to maintaining and improving the residential base of the Hannibal Square Neighborhood.

The City should encourage the building of subsidized multifamily housing for senior or handicapped citizens in projects sponsored by, or which complement those of the Winter Park Housing Authority.

The City should approve density increases for projects of the Hannibal Square Community Land Trust, Habitat for Humanity, the Winter Park Housing Authority and other non-profit organizations when such projects exclusively include workforce/affordable housing.

- **Preservation of Residential Areas.** The City should discourage any non-residential encroachments into the residential sections of Hannibal Square Planning Area. As a prerequisite to such rezoning and prior to review by the Planning Commission, the CRA Advisory Board should review the development plan and make recommendations on whether or not it finds the plan consistent with CRA policy.

A condition for approval of any change in zoning from residential to non-residential in this planning area should be that any loss of housing or the potential for housing be compensated by the provision of alternative housing, or negotiated fees in lieu of housing as housing compensation fees. These fees should be paid to the Affordable Housing Trust Fund for alternative residential development within HSN.

The City should protect the existing residential character of Lyman Avenue between Hannibal Square East and New York Avenue and on Carolina Avenue. The City should conclude that the use of properties fronting on these streets, in whole or in part, for non-residential, mixed-use, parking, or storm water retention for adjacent commercial/office development, is in conflict with the Comprehensive Plan. An exception may be made for the “Sports Inn” for redevelopment as a mixed-use (office/residential) project given the previous non-conforming commercial usage.

The City should prohibit any rezoning from residential to non-residential for properties to the rear on Carolina, Symonds and Welbourne Avenues.

The City should prohibit a non-residential character for New England Avenue between Denning Drive and Pennsylvania Avenue and on Symonds Avenue between Capen and Pennsylvania Avenues. The City should conclude that the use of properties fronting on these streets, in whole or in part, for non-residential, mixed-use, or parking for adjacent commercial/office development, is in conflict with the Comprehensive Plan.

The City should find that the rezoning from residential to commercial/office or mixed-use of any existing residential property fronting on the east side of Denning Drive or on Webster Avenue is in conflict with the Comprehensive Plan.

- **Residential Land Use and Density.** The City should discourage Comprehensive Plan amendments from Low-Density to Medium- or High-Density Multifamily Future Land Use designations except where appropriately located and where such housing meets neighborhood housing needs including workforce/affordable housing.

The City should find that the rezoning of any existing single-family property that is 50 feet by 150 feet (i.e., 7,500 square feet) or less to low-density residential (R-2) for the purpose of gaining additional density is in conflict with the Comprehensive Plan (i.e., single-family to duplex).

- **Fairbanks Avenue.** The City should prohibit the establishment or expansion of auto sales/service enterprises, auto repair businesses, re-sale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores along Fairbanks Avenue.

- **Provisions for Construction and Renovation.** The City should consider provisions for non-profit service agencies and local neighborhood church construction and renovation as churches in the Hannibal Square Neighborhood Planning Area co-exist side by side with residential properties and that these churches depend upon on-street parking for their congregations.

North Park Avenue Planning Area I

The North Park Avenue Planning Area is located in the north central section of Winter Park. This Planning Area is bounded to the north by the city limits of the City of Maitland and to the east by Lakes Maitland and Osceola. The southern and western boundaries of this Planning Area are formed by Planning Areas H and G. A portion of its western boundary abuts the CSX railroad tracks.

Winter Park Country Club and Golf Course is a 40.77-acre, nine-hole public golf course located north of the Central Business District. The City purchased the golf course, the second oldest in Central Florida, in 1997. The Palm Cemetery is located across from the golf course and contains 13.6 acres. The Winter Park Country Club and Palm Cemetery are listed on the National Register of Historic Places and are also locally designated.

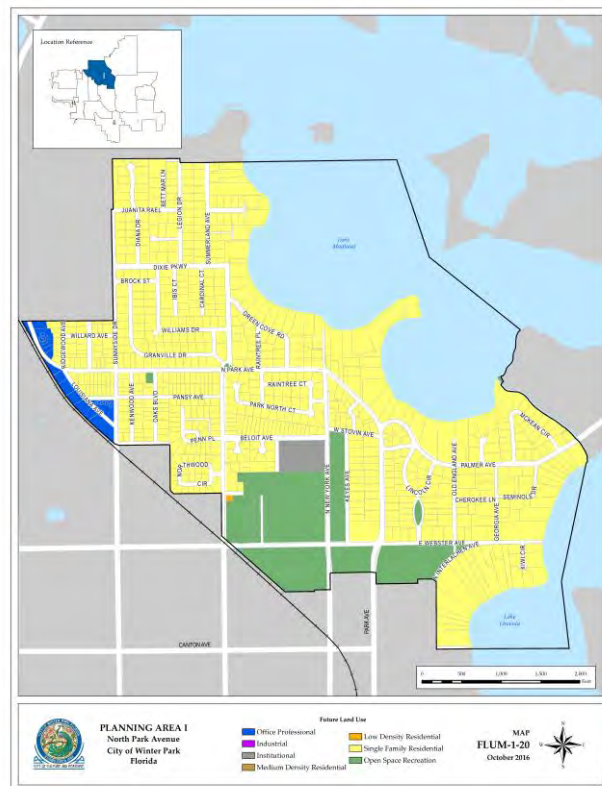
Office properties occupy a small amount of the land use in this planning area. These office properties are located, along Park and Louisiana Avenues adjacent to the railroad.

The religious land use here is the Winter Park Baptist Church, located on Beloit and New York Avenues, which comprises 5.32 acres.

While the City's golf course provides open space for the southern portion of the planning area. For residents living near the southern edge, Central Park is within a half mile distance. For those residents who are east of New York Avenue, Kraft Gardens is located within a half mile. Both Kraft Gardens and Central Park have limited recreation facilities and are designed more as open spaces and gathering places. Neither has a playground or other recreational equipment typically found at a

Table 1-I: North Park Avenue—Planning Area I Profile

Land Use	Acres	%
Single-Family Residential	304.43	77.8
Low-Density Residential	0.17	0
Multifamily Residential	0	0
Commercial/Office	7.19	1.8
Industrial	0	0
Institutional	5.32	1.3
Parks/Recreation/Open Space	55.66	14.2
Conservation	0	0
Vacant/Undeveloped	18.4	4.7
Total	391.17	100
Local Streets/Roads	Pennsylvania Avenue, Denning Drive, New York Avenue, Palmer Avenue, Park Avenue	
Neighborhood Parks	Central Park, Kraft Gardens	
Transit Route	None within ½ mile	



neighborhood park. The closest park with a playground would be the Winter Park Community Center or Phelps Park, both of which are more than a mile away from most North Park Avenue residents. As mentioned earlier in Planning Area E, as part of a park land concurrency requirement a developer has purchased and dedicated to the City $\frac{1}{4}$ acre of park land located at the south west corner of Oak and Park Avenue. This park is in the design stages but will contain play equipment and sitting areas.

The City of Maitland borders the north and northwest sides of Planning Area I. Current land use is single-family residential. Land uses along US 17-92 in Maitland and near the North Park Avenue Planning Area are commercial and office. Land use compatibility issues should only occur if office and commercial uses encroach upon the residential areas of Maitland bordering the North Park Avenue Planning Area.

Transportation. Houses within the North Park Avenue area are more than a half mile away from the nearest bus route. A LYNX bus transfer station is located on Denning Drive, behind the Winter Park Village, but this site is not within a convenient walking distance for most residents. Residents living west of Pennsylvania or Summerland Avenues are within a half mile walk to US 17-92, where Lynx bus routes can be accessed.

North Park Avenue Planning Area I Planning Issues

Church Traffic and Parking. Historically, there has been some tension over the traffic and parking impacts that the Winter Park Baptist Church has created on the adjacent residential areas. As the church and its activities have grown, traffic and parking problems have increased. If the church should decide to expand further, these impacts on the surrounding residential area need to be minimized if that development is to be harmonious.

- **Preservation of Residential Areas.** Office properties adjacent to the North Park Avenue planning area are located on Park and Louisiana Avenues, entrances into the City via US 17-92. There has been and continues to be pressure to rezone more of the residential properties in this neighborhood to office use because of the location. The City of Winter Park has resisted this pressure and will continue to do so to protect this residential area. Land use compatibility will be an issue affecting the neighborhood only if office and commercial uses along US 17-92, within both Winter Park and Maitland, encroach eastward upon existing established residential areas.

The City shall prohibit the subdivision of lots to create lots with less than the required zoning requirements governing minimum size lots.

The City should continue to work with the neighborhood to develop a preferred vision for the recently acquired park space.

- **Street Design and Land Use.** The City should move to establish a more coordinated review process with the City of Maitland for land development applications in this area and the adjacent section of Maitland. This would protect the interests of the residents in both cities by involving citizens of both cities in the development of decisions which have impacts across municipal boundaries. The City should develop a Gateway enhancement plan for the North Park Avenue entrance into the City.

17-92 Corridor Planning Area J

The 17-92 Corridor Planning Area, a part of which comprises the southwestern corner of Winter Park, is bounded by the City limits on the north and south, Planning Areas L, K and Lake Killarney on the west, and encompasses the commercial frontage on both the east and west sides of US Highway 17-92 (Orlando Avenue).

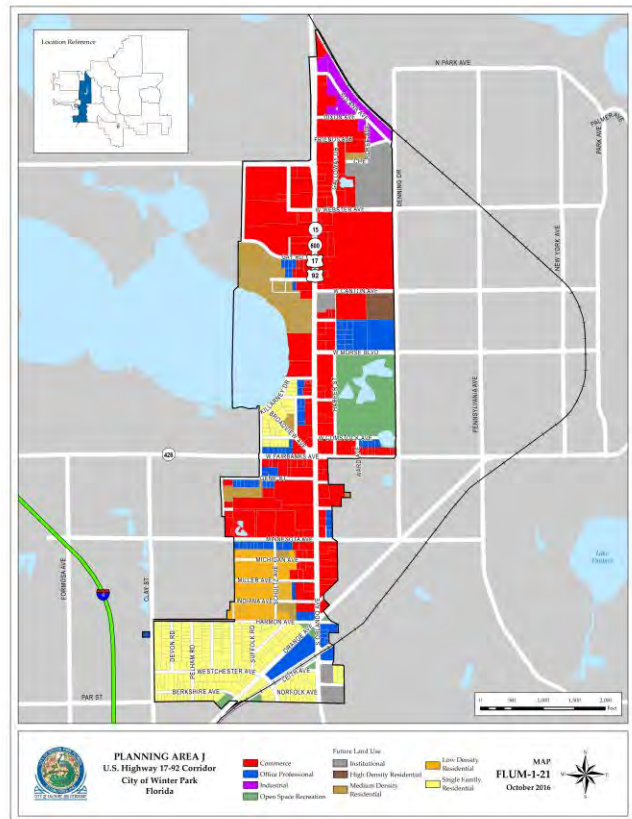
Commercial and office properties occupy a majority of this planning area. These properties are located along Fairbanks and Minnesota Avenues and US 17-92, and include the Winter Park Village, Center of Winter Park (K-Mart Plaza) and numerous automobile dealerships.

In 1998 the Winter Park Mall, located east of US 17-92 and south of Webster Avenue, was demolished and replaced by a new shopping center and mixed-use development called the Winter Park Village. Completed in 1999 and located on the same 37.6-acre site as the old mall, Winter Park Village replaced a suburban style, enclosed shopping mall with a new urbanism style retail center. The Village has 462,321 square feet of retail space contained in ten single story structures and has 1,697 parking spaces. Out parcels at this site provide over 35,000 square feet of additional commercial space.

While the previous development contained a few major retail anchors and smaller retailers in a building surrounded by a parking lot and distanced from public sidewalks, the Village is set up to encourage pedestrian access within the site as well as between buildings, with public sidewalks adjacent to the site. The Winter Park Village contains retail shops such as Ann

Table 1-J: 17-92 Corridor—Planning Area J Profile

Land Use	Acres	%
Single-Family Residential	59.05	15.50
Low-Density Residential	19.04	5.0
Multifamily Residential	25.92	6.80
Commercial/Office	202.64	53.21
Industrial	8.26	2.17
Institutional	28.25	7.42
Parks/Recreation/Open Space	30.91	8.12
Conservation	0	0
Vacant/Undeveloped	6.76	1.78
Total	380.83	100
Local Streets/Roads	US 17-92 (Orlando Avenue), Denning Drive, Fairbanks, Orange, and Clay Avenues, Morse Boulevard	
Neighborhood Parks	Lake Island Estates Park, Winter Park Community Center, Orwin Manor Park, Mead Garden, Azalea Lane Recreation Center	
Transit Routes	LYNX bus routes 1, 9, 14, 16, 23, 39	



Taylor Loft, Cold Water Creek, Borders Books, and Ulta. There is a Regal Cinema along with many dining establishments including The Cheesecake Factory, P.F. Chang's, Brio, Johnny Rockets and Crispers. Lynx has placed a regional transfer site on the east side of the Village that fronts Denning Drive. In 2006, 6 bus routes have stops at the Winter Park Village regional bus transfer station.

The Center of Winter Park (K-Mart shopping center) is on a 25 acre site and contains large scale retail stores, small dining establishments and smaller retail space. The total building area is 170,500 square feet. Numerous developers proposed a redevelopment plan for this property; however, nothing has come to fruition. If redevelopment does occur it must be in similar form, function and appearance as the Village.

The Winter Park Village area is also near the one true industrial zone in the City. These industrial properties are located along Solana and Railroad Avenues in the adjacent Planning Area H, east of US 17-92 (Orlando Avenue) and north of Dixon Avenue. These properties consist of warehouses and light manufacturing.

Winter Park Tech, operated by the Orange County Public School System, is within this planning area. It occupies the 1954 building that was originally Webster Elementary School. Winter Park Tech's Adult Community Education Center began serving adults over the age of sixteen in 1974 and continues to offer a wide variety of programs. There are vocational programs, including computer programming, electrical technicians programs, and medical assistants programs as well as personal enrichment classes, English classes for the foreign born, high school and general education diplomas. Along with the school site, the Orange County School Board owns 13 acres adjacent to the school which is used as the region's bus storage and maintenance facility.

Over 27% of this planning area is residential, more than half of which consists of single-family homes. The Orwin Manor-Lawndale area covers 124 acres and contains a total of 355 residential units, primarily single-family homes, although Winter Park Plaza with its former mid-rise Florida Gas building, occupies 7 acres along Orange Avenue. Integral in the history of the City and the Orwin Manor neighborhood was the development of the former Florida Gas building in 1969. It has "fit in" with the surrounding neighborhood due to the well landscaped design of its parking lots which are often cited as examples of how to landscape a parking lot correctly. The "suburban" lay out is of critical importance to the compatibility with the surrounding Orwin Manor neighborhood. Lawndale, to the north of Orwin Manor, is made up of a mix of single-family and duplex homes as well as commercial frontage on US 17-92 and office frontage on Minnesota Avenue. Within Lawndale there is some affordable housing.

There are three multifamily areas in this planning area. One area is located to the south of the Center of Winter Park and contains three condominium complexes, the Killarney Bay Condominiums with 45 units, Chateaux du Lac with 104 units, and Lake Killarney Condominiums with 123 units. The area also includes the Plymouth Apartments which serves senior citizens with 196 units. The second multifamily area is located behind Winter Park Tech and contains 8 units that are a combination of single-family houses and duplexes. This area is an island surrounded by other nonresidential land uses. The third multifamily area is the 97 unit Hollianna Garden Apartments west of the Hollianna Shopping Center.

Orwin Manor Park is within a half mile of all Orwin Manor-Lawndale residents. Mead Garden and Azalea Lane Recreation Center are also nearby, within a half mile of many residents, but US 17-92 serves as a deterrent for most pedestrians and bicyclists.

Lake Island Park is a 28-acre park located within a half mile of Lake Killarney residents although most must cross US 17-92, Fairbanks Avenue, or both to reach it. Lake Island Park contains a 9-acre lake referred to as Lake Mendsen and the 1981 Winter Park sinkhole which has been named Lake Rose. The park is home to the Rachel D. Murrah Park Civic Center, built in 1986, which offers 10,000 square feet of space available for public and private activities. The Park's Lake Island Senior Citizens Center provides 2,000 square feet of meeting space and 24 shuffleboard courts. The park has one lit soccer field, one lit football field, one lit multipurpose field, two basketball courts, and a patio dock. It is also the home site for the Rollins College Women's Softball Team and has a state-of-the-art softball facility in the southwest corner of the park. Lake Island Estates Park contains the Winter Park Community Playground, built in 1988 by volunteer manpower and fund raising, that provides 10,000 square feet of playground, parking and restroom facilities.

For residents within the Winter Park Village neighborhood, two parks with neighborhood recreation facilities are within a half mile distance: Lake Island Park and the Winter Park Community Center.

An interlocal agreement was established between Winter Park and Orange County regarding annexation and mutually acceptable future land use for unincorporated properties east of I-4 and west of Orwin Manor-Lawndale.

CRA. Concurrent with the preparation of the 1999 CRA Plan Amendment, a Master Plan for the US 17-92 (Orlando Avenue) Corridor was also developed. The US 17-92 Corridor Master Plan planning area extended north and south beyond the boundaries of the CRA Expansion Area.

The 1994 study concluded that the emergence of blight within this area was on the verge of exacerbating the conditions that would likely accelerate the deterioration of the area's appearance. Such conditions were anticipated to lead to a decline in property values and a disinterest in investing in building and site improvements.

The 1999 CRA Plan Amendment set as its primary objective the transformation of US 17-92 into a "Grand Boulevard." Other issues identified in this CRA amendment include redevelopment that incorporates Lake Island Estates Park as a primary activity area and neighborhood focus. Lake Killarney, west of US 17-92, has been underutilized as a community asset. Site design should incorporate sight lines and sensitive design treatments to establish scenic vistas and view corridors. The revised plan also recognizes that more residential use coincides with new commercial redevelopment projects to create a mixed-use neighborhood in which residents can work, shop, and play within walking distance of their homes. Also, the updated plan promotes a more aesthetic built environment along the US 17-92 Corridor.

Transportation. Six streets traverse the 17-92 Corridor. These are Fairbanks Avenue and US 17-92, which carry the highest average daily traffic volumes among major roads within the City, Denning Drive, Morse Boulevard, and Clay and Orange Avenues.

As previously mentioned, a regional bus transfer facility is located on the east side of Winter Park Village along Denning Drive. Lynx bus routes providing service from this transfer facility include numbers 1, 9, 14, 16, 23 and 39. Several Lynx bus routes follow US 17-92, and Fairbanks and Orange Avenues, placing access to bus transit within a half mile of all Planning Area J residents. All bus routes serving this area reach bus transfer stations, providing linkage to most areas within the Orlando metropolitan area.

17-92 Corridor Planning Area J Planning Issues.

- **Transportation.** The Lake Killarney neighborhood provides residential development densities compatible with transit service and all residential, commercial, and office uses are located along or within a half mile walk of bus routes. Also, the intersection of Fairbanks Avenue and US 17-92 (Orlando Avenue) serves as the crossroads for Lynx transit routes. A potential exists to augment bus facilities in this area, to promote transit use and to make such facilities more convenient and comfortable for Lynx patrons.

If the City extends Lee Road eastward to Denning Drive, it would create an alternative route for local traffic to reach local destinations within Winter Park avoiding the bottleneck between Lee Road and Webster Avenue. With this extension, proposed bicycle lanes on Lee could connect with those proposed for Denning Drive, creating a regional link; ultimately to the Central Business District and other destinations in the central area of the City. This extension would require right-of-way land within the northern parts of the Winter Park Tech campus. If the opportunity arises, the City should consider using any right-of-way lands abutting Railroad Avenue as a neighborhood park or garden plaza to serve residents within this neighborhood but more importantly provide a park within a half mile distance to most residents within the adjacent planning area directly to the north. Lee Road's eastern terminus is at its intersection with US 17-92(Orlando Avenue), forcing eastbound traffic to turn north or south when reaching US 17-92.

- **Preservation of Residential Areas.** The U.S. Highway 17-92 planning area faces pressure for change in the transition area between office/commercial uses and residential communities. One such area where there is pressure to expand commercial and office business areas westward from U.S. Highway 17-92 toward Schultz Avenue exists to the south of Minnesota Avenue. Since 1971 the City has strived to maintain a dividing line separating commercial or office uses from residential midway in the blocks south of Minnesota Avenue between U.S. 17-92 and Shultz Avenue. In the early 1980's, the City breached the line by permitting parking on the rear half of the block for the National Bank of Commerce. In the early 2000's, we have seen the development of the Harper Place townhouse project, reaffirming after 30 years that residential is a viable option on both sides of Shultz Avenue. The dividing line is irregular however, along the streets of Michigan, Miller and Indiana Avenues. Harper Place has set the standard for residential use to be maintained at least 250 feet east of Shultz Avenue. Thus, as a policy, no rezoning for nonresidential or mixed-use should be permitted within 200 feet of Shultz Avenue.

The Orwin Manor neighborhood is a stable single-family residential area which has not been subjected to rezoning due in large part to the active involvement of the Orwin Manor Neighborhood Association. Instead, the planning issue for this neighborhood has been lot splits and their effect on the character of the neighborhood. Orwin Manor has a mix of home and lot

sizes, with many homes situated on 50-60 foot wide lots, but with several home sites existing on larger double lots. In the past, subdivision variances have been requested to create new 50 or 60 foot wide home sites from the larger properties. Neighbors have been united against such lot splits, fearing that it would erode the character of the neighborhood. In order to provide clear direction for future requests, this element contains policies which prohibit variances for lot sizes (especially frontages) less than the required 75 feet for interior lots and 85 feet for corner lots as per the R-1A zoning.

In dealing with the protection of residential areas from adjacent office or commercial uses, the City should address separation of uses, buffering, and traffic calming. For example, the City should consider a limit to the heights of commercial buildings to two stories when constructed within 300 feet of residential areas; a limit on the proximity or setback of commercial buildings to residential properties; added open space or landscaped areas.

As part of the preparation of the Future Land Use Map, the dividing lines between residential and commercial and institutional uses need to be reaffirmed as they now exist in the Comprehensive Plan, or modified to reflect changing conditions or additional protections for these neighborhoods.

- **Preservation of Residential Density.**

The City should preserve and protect the Low-Density Residential land use west of Schultz Avenue, within Lawndale, in this planning area, from commercial and office encroachment. The Future Land Use Map should maintain the Low-Density Residential designation and no map amendments to non-residential or mixed-use should be permitted within 200 feet of Shultz Avenue.

The City should preserve the multifamily residential land use in the area located south of the Center of Winter Park.

The City should protect the interests of the residents of the multifamily area located behind Winter Park Tech if development or rezoning appears imminent by avoiding non-residential encroachment into residential areas. Non-residential development occurring adjacent to residentially designated property should be required to provide adequate buffers including architecturally designed masonry walls capped and appropriately landscaped with canopy trees, specimen trees, and shrubs.

The City should preserve and protect the single-family residential land use within the Killarney neighborhood from commercial and office encroachment.

- **Preservation of Recreational Land Use.** The City should preserve the recreational land use of Lake Island Park.
- **Transition from Residential to Non-Residential Land Use.** Continued transition from residential uses to non-residential uses in areas to the west will create land use compatibility issues for the Orwin Manor-Lawndale neighborhood. Intergovernmental coordination will be needed between the City of Orlando, Orange County, and the City of Winter Park to adequately plan for compatible land uses and transition of development intensities and densities.

Transportation and cut-through traffic issues also necessitate coordination among these local governments.

Office, commercial, and institutional uses continue to expand in the areas within unincorporated Orange County and within the City of Orlando, west of the planning area J. The institutional uses represent a large religious campus containing a cathedral, a retirement home, and school facilities. Office and commercial uses occur in the area south of the church campus and west of the planning area. Single-family residential uses abut the western boundary of the planning area, but the character of the area east of I-4 is office, commercial and institutional.

Automobile traffic attracted to the church campus, office, and commercial uses impacts residential areas within the Orwin Manor-Lawndale neighborhood. Little vacant land remains within the adjacent areas containing these non-residential uses. The Orwin Manor-Lawndale area will continue to confront potential encroachment of non-residential uses upon its residential areas through petitions for zoning changes and future land use map amendments. The handful of residential properties along Trovillion Avenue and Gay Road should be allowed to transition to low intensity offices as long as the offices are complimentary to the adjacent Killarney Bay and Chateau Du Lac condominiums.

The multifamily area located behind the Winter Park Tech is surrounded by commercial, industrial and educational properties and is too small to be a neighborhood. It now contains 8 units and could be redeveloped under multifamily standards to contain a maximum of 36 apartment units. This area should be preserved as an affordable housing oasis but, should development or rezoning occur, the City should protect the interests of the residents of this area.

- **Compatibility Between Residential and Office/Commercial Land Use.** Advancements in technology and communications have also fostered changes in business operations and the geographical span of their markets. Communications and the internet allow businesses to reach markets throughout the world, requiring some businesses to operate into the evening hours to accommodate clients in different time zones. While some office and business activities may be compatible with residential use during the daytime hours, such activities could serve as a nuisance during the evening hours.

Other planning issues that need to be evaluated for the 17-92 Corridor Planning Area and adjacent areas include reduction in signage visible to residential properties; control over the location and design of driveways; and discouragement of office conversion of existing duplexes. The City should consider lowering the intensity allowed for office or commercial buildings than is currently permitted. This reduction in building size would lessen the impact of traffic from these redeveloped properties as a protection to the residential areas, while still permitting a degree of higher use by the owners.

- **Commercial/Office Redevelopment.** Another compatibility question will be the relationship to the five remaining residential properties on Beloit and Cherokee Avenues. However this prospective redevelopment will provide a great opportunity for the City to acquire (through donation) the right of way needed for the Lee Road extension project.

Winter Park Village's redevelopment as a 'lifestyle center' involving mixed-uses allowing for residents to live, work and play has been extremely successful and has been the example for many other similar redevelopments across the nation. At the City's insistence, the former Winter Park Mall was redeveloped, not into another shopping center/mall, but into a village concept incorporating a mix of uses, a grid street pattern, on-street parking and village character. Winter Park Village is an evolving entity and the City will see requests to redevelop existing buildings or parking areas. Critical elements in the review of such requests will be the density and heights proposed in relation to the village character of the development and context provided by the adjoining streets. For guidance, the City staff held a Denning Drive charrette and established appropriate building heights and setbacks.

The Center of Winter Park (Kmart Shopping Plaza) is a candidate for redevelopment due to its size, location, age of buildings and open surface parking areas. Ideally, a redevelopment program would mirror the experience of the Winter Park Village in form, function, appearance and character. However, given the multiple existing tenants a more likely scenario involves proposals to redevelop portions of the shopping center or proposals to develop the existing parking areas. Technically, all of the existing parking is needed to meet the zoning code parking requirements; however, in reality, the large scale retail users in the south half use only about half their allocated parking. Eventually the City should field requests to redevelop the parking field with new commercial buildings and/or restaurants. The issue of appropriate building height along Denning Drive is critical given the single-family residential neighborhood on the east side of Denning Drive.

Due to the large size of the former Florida Gas building's parking lot, it has been targeted as a possible candidate for conversion to a parking garage so that new townhouse units could be constructed around the periphery. The density and intensity of a six story office building and parking garage would be incompatible with the adjacent Orwin Manor single-family neighborhood. The City should prohibit the redevelopment of the Florida Gas Building and Commerce National Bank from including a parking garage.

Land use within this corridor is predominantly office and commercial. A small area study or sector plan should be prepared for the Fairbanks Avenue corridor from I-4 to US 17-92 (Orlando Avenue) to promote a uniform development pattern, improve pedestrian orientation in site plan design and streetscape, and encourage redevelopment of nonconforming structures and uses.

Fairbanks Avenue, at the City's western boundary, and US 17-92 (Orlando Avenue), at the City's southern boundary, serve as the major entranceways into the City. They should be aesthetically improved by having a predominance of office properties. Although this area is now mostly offices, there are still some notable commercial exceptions. The City should continue to implement land use controls that encourage office uses along this portion of Fairbanks Avenue west of US 17-92.

- **Annexation.** The City should annex the areas between the City limits and Clay Street and Minnesota Avenue when interest in annexation is expressed. See Annexation Reserve Areas for more detail.

- **Interlocal Plan and Agreements.** The portion of US 17-92 within this planning area extends northward to the City limits, where Winter Park abuts the City of Maitland. Similar to the development conditions and character along US 17-92 in Winter Park, the City of Maitland has experienced pressures to redevelop commercial buildings along this corridor. An opportunity exists for the two cities to jointly work together to create a uniform and compatible corridor plan for US 17-92 from Winter Park Village northward into southern Maitland. The corridor plan should address street design, access management, streetscape, transit facility locations, pedestrian ways, and other similar issues.

An interlocal agreement has been established between Orange County and Winter Park regarding mutually acceptable future land uses for the area west of Winter Park. Other issues the two governments should address within an interlocal agreement include transportation improvements, traffic calming, mixed-use development, and recreation facilities.

- **Compatibility and Appearance of Industrial Land Use.** Industrial land uses align the CSX railroad at the north boundary of this planning area. Residential neighborhoods occur adjacent to some of the light industrial and warehousing uses. To avoid adverse impacts that some light industrial and warehousing activities may have on these neighborhoods, the City should evaluate potential uses that may or may not be compatible with residential areas. Similarly, if residential uses are allowed on upper floors of offices or commercial spaces, the City should ensure that land use compatibility occurs within mixed-use structures and development. The City should improve the appearance of the industrial land located along Solana Avenue and Railroad Avenue.
- **Concentration of Car Dealerships.** This planning area contains several car dealerships which are a conditional use in Winter Park. These dealerships include Volvo, Dodge, Honda, Volkswagen, and Subaru and several used car lots. The City should concentrate car dealerships north of Lee Road in this planning area instead of letting them spread throughout the City.

Lee Road Planning Area K

The Lee Road. Planning Area is located in the northwest corner of Winter Park surrounded by Orange County to the west and the City of Maitland to the north. This area includes a mix of single-family and multifamily residential as well as a high concentration of office uses. 14.7 acres are owned and operated by the City as a tree nursery for its arbor program.

This planning area contains three apartment complexes consisting of Frenchmen's Cove Apartments which contains 208 units, The Winter Park Greens Apartments which contains 160 units, and The Meadows Apartments which contains 119 units. The Meadows Apartments is a Winter Park Housing Authority complex for low-income families. The Park Lake Health Care Center is adjacent to these apartment complexes and contains 180 beds.

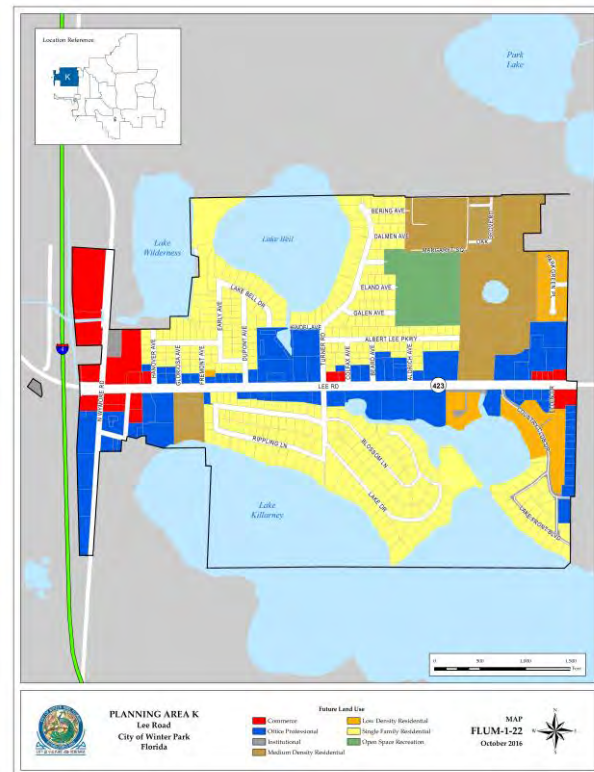
The Park Green subdivision was developed under the City's Planned Unit Residential District (PURD). The subdivision has 48 single-family attached units. The Winter Park Oaks subdivision contains 40 single-family homes and was also developed as a PURD.

The commercial and office properties in this planning area are located along Lee Road and US 17-92. Planning Area K also contains the Home Acres enclave that is part of unincorporated Orange County.

The City of Eatonville's boundaries are not contiguous to those of the City of Winter Park, but Eatonville's southeast boundary is within a few hundred feet of Planning Area K. The City of Maitland abuts portions of this planning area.

Table 1-K: Lee Road—Planning Area K Profile

Land Use	Acres	%
Single-Family Residential	118.61	39.5
Low-Density Residential	15.62	5.20
Multifamily Residential	53.10	17.69
Commercial/Office	79.17	26.38
Industrial	0	0
Institutional	5.34	1.78
Parks/Recreation/Open Space	14.17	4.71
Conservation	0	0
Vacant/Undeveloped	14.24	4.74
Total	300.25	100
Local Streets/Roads	Orlando Avenue, Lee Road,	
Neighborhood Parks	Lake Island Park	
Transit Routes	Lynx bus routes 1, 9, 16, 23, 39	



No City parks are located north of Lee Road and east of US 17-92. The nearest park to this planning area is Lake Island Park, which is approximately one-mile walking distance from residential areas of the Lee Road Planning Area.

Transportation. All residential areas are less than half a mile to several Lynx bus routes that follow either US 17-92 or Lee Road.

Lee Road Planning Area K Planning Issues

- **Preservation of Residential Areas.** The City should preserve the existing single-family residential land use in this planning area.
- **Preservation of Lake Bell.** The City should ensure that any impacts on Lake Bell from development around the lake be minimized.
- **Neighborhood Park.** Since it is more cost effective to buy trees than to grow them, the City Parks and Recreation Department should consider converting the City's Tree Farm to a park facility. A portion of the Tree Farm is used by The Meadows as a playground.
- **The Home Acres.** The Home Acres enclave is surrounded by Winter Park on three sides and the City of Maitland on the fourth. This enclave is a transition area that is experiencing deteriorating conditions. Orange County has tried to establish future land use designations to encourage redevelopment. In the past, the County has proposed land use plans promoting multifamily residential use to encourage condominiums and apartments, and plans supporting office development. Neither of these plans was accepted by the residents. The residents of the enclave desired commercial zoning but the County could not agree to commercial zoning since the enclave is adjacent to residential areas and is not located along a major road.

The Home Acres enclave has many infrastructure needs. There are unpaved streets and stormwater drainage problems. In addition, most of the enclave is not connected to the sanitary sewer. Before Winter Park could annex this area, certain prerequisites would need to be fulfilled. A future land use plan needs to be prepared to remedy the depressed situation and encourage redevelopment. The infrastructure problems need to be addressed and planned with improvements up to normal standards. After these improvements are made, the City may decide to annex this area when residents express interest and when cost/benefit studies determine that it would be financially positive.

- **Lee Road.** The City should create a special taxing district along Lee Road to aid in the installation of water and sewer services along this corridor.

In order to create and preserve the character of this corridor, the City should promote the creation of Lee Road Planning Area design guidelines that should prohibit certain business types along the frontage of the corridor including new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores.

- **Concentration of Car Dealerships.** This planning area contains several car dealerships which are a conditional use in Winter Park. These dealerships include Volvo, Dodge, Honda, Volkswagen, and Subaru and several used car lots. The City should concentrate car dealerships north of Lee Road in this planning area instead of letting them spread throughout the City.

West Fairbanks Avenue Planning Area L

The West Fairbanks Avenue Planning Area is located in the western section of Winter Park. The area is surrounded by Orange County on the north, west, and south, by Lake Killarney on the northeast, and by Lakeview Avenue on the east. Commercial and office properties occupy the majority of the land use in this planning area. These commercial and office properties are located along Fairbanks Avenue between US 17-92 and I-4.

The residential area is the Lake Killarney neighborhood which contains single-family homes and multifamily units. This neighborhood is bounded by US 17-92, Fairbanks Avenue and Lake Killarney.

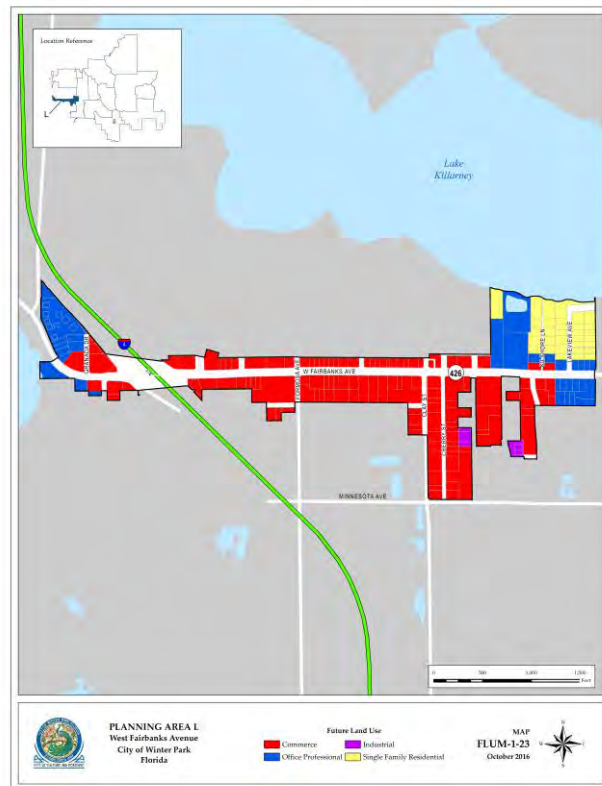
Fairbanks Avenue is considered one of the most important gateways into Winter Park due to its connection to I-4. A major decision of the 1976 Comprehensive Plan was that this entrance should be aesthetically improved by having a predominance of office properties. Although this area is now mostly offices, there are still some notable commercial exceptions.

The Lake Killarney neighborhood is surrounded by commercial/office properties and has been under pressure for Future Land Use Map amendments to commercial and/or office/professional land use designations. The City should preserve this residential area since it provides moderate cost, affordable housing for the community.

No City parks are located in this planning area.

Table 1-L: West Fairbanks Avenue—Planning Area L Profile

Land Use	Acres	%
Single-Family Residential	8.77	11.92
Low-Density Residential	0	0
Multifamily Residential	0	0
Commercial/Office	63.06	85.72
Industrial	0	0
Institutional	0.60	0.18
Parks/Recreation/Open Space	0	0
Conservation	0	0
Vacant/Undeveloped	1.14	1.54
Total	73.57	100
Local Streets/Road	Fairbanks Avenue	
Neighborhood Parks	None	
Transit Route	Lynx bus route 16	



Transportation. The planning area is served by Lynx bus route 16 on Fairbanks Avenue and includes on and off ramps to I-4

West Fairbanks Avenue Planning Area L Planning Issues

- **Preservation of Residential Land Use.** The City should preserve and protect the Lake Killarney neighborhood from Shoreview Drive to Broadview Avenue from commercial, office and parking lot encroachments.

In order to create and preserve the character of this corridor as a gateway entrance to Winter Park, the City should prohibit certain business types along the frontage of the corridor including new or used car sales, auto repair businesses, re-sale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores.

At such time that annexation occurs, the City should encourage and permit the rezoning and redevelopment of the residential properties which back up to properties that front on the north side of Fairbanks Avenue in the Lake Killarney neighborhood from Kilshore Lane west to I-4 pursuant to the setback and design standards.

At such time that annexation occurs, the City should encourage and permit the rezoning and redevelopment of the residential properties south of Fairbanks Avenue from SR 17-92 to I-4 pursuant to the setback and design standards.

- **Annexation.** The City should allow this planning area to extend and expand southward through annexation to include all commercial areas south to Minnesota Avenue and Calvary Church properties. Additional, the residential Lake Killarney neighborhood North of Fairbanks Avenue and South of Lake Killarney should be annexed. See Annexation Reserve Areas for more information.

Ravaudage Planning Area M

The Ravaudage Planning Area is located northwest of the Lee Road and 17-92 intersection of Winter Park.

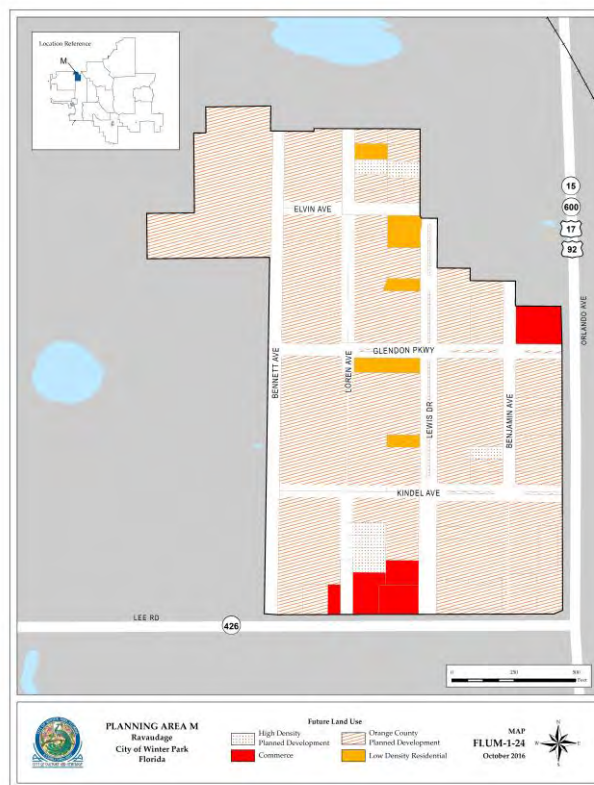
No City parks are located in this planning area.

Transportation.

Ravaudage Planning Area M Planning Issues

Table 1-M: Ravaudage—Planning Area M Profile

Land Use	Acres	%
Single-Family Residential	8.77	11.92
Low-Density Residential	0	0
Multifamily Residential	0	0
Commercial/Office	63.06	85.72
Industrial	0	0
Institutional	0.60	0.18
Parks/Recreation/Open Space	0	0
Conservation	0	0
Vacant/Undeveloped	1.14	1.54
Total	73.57	100
Local Streets/Road	Fairbanks Avenue	
Neighborhood Parks	None	
Transit Route	Lynx bus route 16	



Historical Resources Surveys and Studies

All elements of comprehensive plans must be based upon data (*FLA. STAT. § 163.3177 (8)*). A group of volunteers from the Orlando-Winter Park Junior League conducted a survey in the mid-1970's under the direction of the Florida Division of Historical Resources. A number of buildings were recorded on the Florida Master Site File, and a driving tour was published in 1980 by the League. A second, more comprehensive collection of historical resources data took place with a 1986 overview survey that focused on properties built prior to 1930. An architectural analysis identified frequently occurring architectural styles and building materials. The *Historic and Architectural Survey Report* prepared by Florida Preservation Services provided Florida Master Site File information on approximately 400 buildings. The 1986 overview survey focused primarily on the contexts of Florida's Post-Reconstruction Period (1877-1897), Turn of the Century Period (1898-1918), and Land Boom Period (1919-1929). The report also identified historic scenic features of the City such as the characteristic streetscapes with narrow, often brick streets, lined with canopy forming oak trees, the surviving orange groves, and the City's several lakes lined with estate homes on large lots. The preservation plan proposed in the survey report included recommendations for National Register nominations, historic landmark building designations and historic districts.

The City of Winter Park updated its survey of historical resources in 2000-2001. The survey report entitled *Architectural Survey and National Register Evaluation* by GAI Consultants found that 42 previously identified historic resources had been demolished. The survey added 245 additional historical resources built prior to 1950 to the Florida Master Site File. The updated survey included the identification of resources potentially eligible for listing on the National Register of Historic Places. The survey report included an additional historic context for the Depression and Post World War II Period (1929 – 1950).

Architectural Survey and National Register Evaluation Report Recommendations

The *Architectural Survey and National Register Evaluation* report identified nine local and National Register eligible historic districts including Park Avenue (downtown section), Osceola Avenue, Rollins College, College Quarter, Virginia Heights, Hannibal Square, Golfview Terrace, Palmer Avenue, and Interlachen Avenue. The College Quarter residential neighborhood has now completed the process for local designation to the Winter Park Register of Historic Places. The report identified 128 historic resources as eligible for nomination to the National Register, and recommended a thematic nomination for buildings designed by James Gamble Rogers II. The report also identified 136 individual historic resources as local historic landmarks, as well as identifying more modest historic resources. The table on the following pages lists the historic resources included on the Florida Master Site Files (FMSF) as well as other historic resources identified by the City.

Table 1-9: Table of Historic Resources

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00224	1000 Alabama Avenue, Alabama Hotel (921 Palmer Avenue)
OR00225	1000 Alabama Avenue, Temple Refectory (921 Palmer Avenue)
OR00780	1881 Alabama Drive
OR09225	425 Alberta Drive
OR00518	481 Alberta Drive
	1243 Alberta Drive
OR09226	160 Alexander Place
OR09227	1017 Aloma Avenue
OR00519	1034 Aloma Avenue
OR00520	1306 Aloma Avenue, J. E. Peterson House
OR00379	1331 Aloma Avenue, Waddell House
OR00521	1009 Anchorage Court, Anchorage Garage
OR00522	739 Antonette Avenue, William Houston House
OR00523	747-749 Antonette Avenue, S. W. Cason House
OR00524	754 Antonette Avenue, G. H. Doan House
OR00525	762 Antonette Avenue, Baldwin Palmer House
OR9228	764 Antonette Avenue
OR00526	767 Antonette Avenue
OR00530	769 Antonette Avenue
OR00527	781 Antonette Avenue, J. E. Blackburn House
OR00528	786 Antonette Avenue, D. N. Barbour House
OR00529	787 Antonette Avenue, Robert Poole House
OR09229	796 Antonette Avenue
OR00531	814 Antonette Avenue, Harold Hair/C. Williams House
OR00533	818 Antonette Avenue, Eliza Swasey house
OR00534	828 Antonette Avenue, Luther Leach House
OR00535	829 Antonette Avenue
OR00536	834 Antonette Avenue, Annie B. Johnstone House
OR00537	835 Antonette Avenue
OR09230	847 Antonette Avenue
OR09231	915 Aragon Avenue
OR09232	925 Aragon Avenue
OR09233	947 Aragon Avenue
OR09234	955 Aragon Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR09235	1034 Aragon Avenue
OR00538	1425 Berkshire Avenue
OR00539	1446 Berkshire Avenue, L. J. Davidson House
OR00540	1475 Berkshire Avenue, P. J. Ness House
OR00541	1500 Berkshire Avenue
OR00542	1530 Berkshire Avenue
OR00543	1531 Berkshire Avenue, H. C. Stutz House
OR00544	1532 Berkshire Avenue
OR09237	1631 Berkshire Avenue
OR09238	1635 Berkshire Avenue
OR09248	1644 Berkshire Avenue
OR09239	1645 Berkshire Avenue
OR09247	1646 Berkshire Avenue
OR09240	1647 Berkshire Avenue
OR09246	1648 Berkshire Avenue
OR09243	1650 Berkshire Avenue
OR09244	1652 Berkshire Avenue
OR09241	1655 Berkshire Avenue
OR09242	1665 Berkshire Avenue
OR09249	711 Bonita Drive
OR00470	*724 Bonita Drive, "Eastbank", Comstock-Harris House
OR09250	152 Brewer Place
OR09251	155 Brewer Place
OR09252	164 Brewer Place
OR09253	178 Brewer Place
OR09254	192 Brewer Place
OR09255	208 Brewer Place
OR09256	401 Brewer Place
OR00545	443 Broadview Avenue, Dr. W. A. Myers House
OR00546	471 Broadview Avenue, W. J. Johnson House
OR09257	1300 Buckingham Road
OR095858	1313 Buckingham Road
OR00547	1363 Buckingham Road, M. C. Taylor House
OR09259	1375 Buckingham Road
OR09260	1404 Buckingham Road
OR09261	901 Bungalow Avenue
OR09268	930 Bungalow Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR09262	931 Bungalow Avenue
OR09263	933 Bungalow Avenue
OR09264	935 Bungalow Avenue
OR09265	943 Bungalow Avenue
OR09269	972 Bungalow Avenue
OR09270	1000 Bungalow Avenue
OR09266	1015 Bungalow Avenue
OR09271	1022 Bungalow Avenue
OR09272	1030 Bungalow Avenue
OR09267	1037 Bungalow Avenue
OR09273	1331 Canterbury Road
OR00548	1367 Canterbury Road, J. J. Bettes House
OR00549	1372 Canterbury Road, G. H. Fisher House
OR00550	1379 Canterbury Road, Dr. A. R. Oestricher House
OR00551	1412 Canterbury Road
OR00552	506 Capen Avenue, Sarah Harden House
OR09274	405 Carolina Avenue
OR00553	413 Carolina Avenue, Aaron Horton House
OR09275	430 Carolina Avenue,
OR09276	433 Carolina Avenue
OR09277	443 Carolina Avenue
OR09278	456 Carolina Avenue
OR09278	466 Carolina Avenue
OR00555	467 Carolina Avenue
OR09280	510 Carolina Avenue
OR09281	511 Carolina Avenue
OR00556	524 Carolina Avenue
OR00558	*4 Chase Avenue, Annie Russell Theatre, Rollins College
OR00559	200 Chase Avenue
OR00560	242 Chase Avenue, Grubbs-Freeman House
OR00249	266 Chase Avenue, Pine Needles
OR00561	450 Clarendon Avenue, G. M. Canfield House
OR09282	1315 Clay Street
OR00562	1320 Clay Street
	1345 Clay Street
OR09284	1364 Clay Street
OR09287	1386 Clay Street

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR09286	1387 Clay Street
OR00563	1390 Clay Street
OR09289	1404 Clay Street
OR09288	1415 Clay Street
OR09290	1211 College Point
OR09291	1331 College Point
OR00564	1336 College Point, R. F. Leedy House
OR09293	1350 College Point
OR00565	317 Comstock Avenue, Jacob Johnson House
OR00566	439 Comstock Avenue, George Peterson House
OR00567	120 Comstock Avenue E., Winter Park Masonic Temple
OR00568	440 Comstock Avenue W., William Lloyd House
OR00569	451 Comstock Avenue W., Anna Lee Woodley House
OR00570	452 Comstock Avenue, Harold Jackson House
OR00571	459 Comstock Avenue W., Eddie Hardy House
OR00573	471 Comstock Avenue W. Ross J. Morgan House
OR00574	479 Comstock Avenue W.
OR00575	502 Comstock Avenue W., Alex Wilson House
OR00576	510 Comstock Avenue W., Ralph Lanier house
OR00577	531 Comstock Avenue W., J. W. Glenn House
OR00581	663 Comstock Avenue W.
OR00582	664 Comstock Avenue W., Sullivan Dean House
OR00583	674 Comstock Avenue W., Maxey Day
OR00584	704 Comstock Avenue W., Wade Wilson House
OR00585	722 Comstock Avenue W., Lonnie Brown House
OR00586	764 Comstock Avenue W., George Bland House
OR00587	815 Comstock Avenue W., William White House
OR00588	816 Comstock Avenue W., Meade Colston House
OR00589	817 Comstock Avenue W.
OR00590	840 Comstock Avenue W., Eugene Sheffield House
OR00591	865 Comstock Avenue W., Saint Fleming House
OR00592	104 Cortland Avenue
OR00593	140 Cortland Avenue, George Powers House
OR00594	150 Cortland Avenue, Rev. J. B. Thomas House
OR00595	161 Cortland Avenue, E. L. Galt House
OR00596	260 Cortland Avenue, Edward Donnelly House
OR00598	1635 Dale Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00599	820 Denning Drive
OR00378	138 Detmar Drive, Geer House (155 Brewer Avenue)
OR00253	234 Detmar Drive, "The Palms" Caretaker's House
OR00601	1366 Devon Road
OR00602	1400 Devon Road
OR00603	755 Douglas Avenue, Sarah Prince House
OR00604	1430 Elizabeth Drive, George Holt House
OR00605	1410 Elm Street
OR00606	1221 Essex Road, A. H. Knight House
OR00607	1235 Essex Road, Mrs. L. B. Fisher House
OR00608	1259 Essex Road, S. H. Edes House
OR00609	1329 Essex Road, Homer Stone House
OR00610	1349 Essex Road, L. A. Wood House
OR00611	1353 Essex Road
OR00612	1399 Essex Road, C. G. Weston House
OR00613	377 Fairbanks Avenue, Dr. C. E. Coffin House
OR00614	401 Fairbanks Avenue, Hiram Power Real Estate Office
OR00615	421 Fairbanks Avenue, Webster House #2
OR00616	458-60-62-64 Fairbanks Avenue, A. K. Bradshaw House
OR00617	480 Fairbanks Avenue, Walter Schultz House
OR00618	496 Fairbanks Avenue
OR09295	416 Fairfax Avenue
OR09296	450 Fairfax Avenue
OR00620	470 Fairfax Avenue
OR00621	1567 Forrest Road, D. A. Ahlgrim House
OR00622	1645 Forrest Road, E. L. Spencer House
OR00241	2400 Forrest Road, The Ripples
OR00623	695 French Avenue
OR00624	719 French Avenue, L.A. Detwiler House
OR00625	731 French Avenue, G. C. Dieterly House
OR00627	757 French Avenue, Huilda Forbes House
OR09297	767 French Avenue
OR00629	121 Garfield Avenue W., G.O. Kummer House
OR09298	411 Garfield Avenue W.
OR09299	421 Garfield Avenue W.
OR09200	444 Garfield Avenue W.
OR00628	451 Garfield Avenue W.

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR09301	464 Garfield Avenue W.
OR09302	506 Garfield Avenue W.
OR09303	519 Garfield Avenue W.
OR09304	521 Garfield Avenue W.
OR00630	139 Genius Drive
OR00235	930 Genius Drive, "Windsong"
OR00632	1000 Genius Drive, A. L. Henkel House
OR09305	851 Georgia Avenue
OR00633	901 Georgia Avenue, Edward S. Meyer House
OR00634	920 Georgia Avenue
OR00635	1479 Glencoe Road, Oscar Fulgham House
OR00636	1490 Glencoe Road
OR00637	1510 Glencoe Road, H. F. Harris House
OR00638	1539 Glencoe Road, J. A. Cotting House
OR00639	1771 Glencoe Road, J. J. Caldwell House
OR00640	1873 Glencoe Road
OR00641	2171 Glencoe Road
OR00642	2210 Glencoe Road
OR09308	807 Golfview Terrace
OR00643	817 Golfview Terrace, Herbert M. Barnum House
OR00645	837 Golfview Terrace, Maxwell A. Sloan House
OR00644	858 Golfview Terrace, Charles A. Spross House
OR09310	868 Golfview Terrace
OR09311	892 Golfview Terrace
OR09312	897 Golfview Terrace
OR09313	901 Golfview Terrace
OR09314	902 Golfview Terrace
OR00232	1015 Greentree Drive, "Mi E Taw"
OR00381	1401 Grove Terrace, Griswold House
OR09315	201 Hannibal Square East, Lake Hall Lodge
OR00648	1253 Harding Street, W. P. Rosenfelt House
OR09316	1471 Harmon Avenue
OR09317	1481 Harmon Avenue
OR09318	1515 Harmon Avenue
OR09319	1629 Harmon Avenue
OR09320	1643 Harmon Avenue
OR09321	1721 Harmon Avenue, Winter Park Church of the Brethren

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00226	1554 Harris Circle, McCallum-Harris-Edison House
OR00649	424 Henkel Circle, I. I. Boyce House
OR00650	430 Henkel Circle, C. C. Cobb House
OR00651	459 Henkel Circle
OR00652	1355 Hibiscus Avenue, S. A. Burnett House
OR00653	1356 Hibiscus Avenue, F. A. Allison House
OR09322	1336 Highland Road
OR09323	1400 Highland Road
OR09324	1508 Highland Road
OR09325	1548 Highland Road
OR00654	1599 Highland Road
OR00655	1537 Hillcrest Avenue, R. C. Libby House
OR00656	1584 Hillcrest Avenue
OR00657	1620 Hillcrest Avenue, Edna Weststore House
OR00658	1756 Hollywood Avenue, Percy J. Harris House
OR00659	1770 Hollywood Avenue, T. R. Jones House
OR00660	1800 Hollywood Avenue, A. B. Anderson House
OR00675	1000 Holt Avenue, Knowles Memorial Chapel, Rollins College
OR00850	Holt Avenue, Carnegie Library Building
OR00849	Holt Avenue, Chase Hall
OR00661	16 Holt Avenue, Rollins Hall, Rollins College
OR00662	17 Holt Avenue, Pugsley Hall, Rollins College
OR00663	18 Holt Avenue, Mayflower Hall, Rollins College
OR00664	320 Holt Avenue, C. Hasslinger House
OR00665	330 Holt Avenue, F. J. Lindergreen House
OR00666	346 Holt Avenue, P. G. Wendland House
	363 Holt Avenue
	367 Holt Avenue
	375 Holt Avenue
OR09327	391 – 393 Holt Avenue
	393 Holt Avenue
OR00667	400 Holt Avenue, S. L. Yon House
OR00668	404 Holt Avenue, Rev. Francis Yarnell House
	408 Holt Avenue
OR09328	411 Holt Avenue
OR00669	422 Holt Avenue, Irvin Pribble House
	425 Holt Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00670	430 Holt Avenue, B. H. Malin House
OR09329	435 Holt Avenue
	450 Holt Avenue
	451 Holt Avenue
	471 Holt Avenue
	472 Holt Avenue
	479 Holt Avenue
	483 Holt Avenue
OR00671	544 Holt Avenue, H. L. Patty House
	453 Huntington Avenue
	455 Huntington Avenue
	461 Huntington Avenue
OR00672	528 Huntington Avenue, Winter Park High School
	597 Huntington Avenue
OR09330	1300 Indiana Avenue
OR09331	1324 Indiana Avenue
OR09332	1334 Indiana Avenue
OR09333	1370 Indiana Avenue
OR09334	1390 Indiana Avenue
OR09335	1545 Indiana Avenue
OR00676	125 Interlachen Avenue North, First United Methodist Church
OR00677	200 Interlachen Avenue North Hamilton Holt House
OR00674	225 Interlachen Avenue South, First Congregational Church
OR00219	231 Interlachen Avenue North, Osceola Lodge
OR09336	301 Interlachen Avenue
OR00673	324 Interlachen Avenue North, "Bishopstead"
OR04281	*419 Interlachen Avenue South, The Woman's Club of Winter Park
OR09338	420 Interlachen Avenue
	500 Interlachen Avenue
OR00247	520 Interlachen Avenue North, Capen House
	540 Interlachen Avenue
	716 Interlachen Avenue
	790 Interlachen Avenue
	816 Interlachen Avenue
OR09344	2 Isle of Sicily
	1000 Kentucky Avenue South
OR00681	1115 Kentucky Avenue, J. S. Burkhart House

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00683	1200 Kenwood Avenue
OR00684	1207 Kenwood Avenue
OR00685	230 Killarney Drive, Arthur M. Hource House
	200 Knowles Avenue South
OR00222	232 Knowles Avenue North, Knowles Cottage/Bigalow House
OR00686	333 Knowles Avenue North, N. D. Silsbee House
OR09236	544 Knowles Avenue North, "The Abbey", Barbour Apartments
OR09345	767 Lakeview Avenue
OR00687	905 Lakeview Drive, James A. Treat House #1
	937 Lakeview Drive, James A. Treat House #2
OR09346	945 Lakeview Drive
OR09347	965 Lakeview Drive
OR09348	1005 Lakeview Drive
OR00689	1023 Lakeview Drive, H. R. Wainwright House
OR00690	1035 Lakeview Drive, J. H. Verigan House
OR00691	1055 Lakeview Drive, R. A. Trovillion House
OR00692	1167 Lakeview Drive
OR00693	1169 Lakeview Drive, J. M. Billings House
OR00695	1234 Lakeview Drive, W. C. Bryan House
OR00696	1270 Lakeview Drive, H. E. Cole House
OR04178	*338 Lyman Avenue East, All Saints Episcopal Church
OR00697	408 Lyman Avenue East, Philip J. Halla House
OR00698	225 Lyman Avenue W., Franklin Madison House
OR00699	226 Lyman Avenue W., Julia Coward House
OR00700	235 Lyman Avenue W., Wade Wilson House
OR00701	250 Lyman Avenue W., F. J. Larimore House
OR00702	403 Lyman Avenue W.
OR00703	404 Lyman Avenue W.
OR00705	674 Lyman Avenue W., Arthur Strauhter House
OR00706	706 Lyman Avenue W.
OR00707	732 Lyman Avenue W., William Moran House
OR00709	Lyman and Pennsylvania Avenue, Mt. Moriah Church
OR09349	723 Maryland Avenue
OR09350	726 Maryland Avenue
OR09351	734 Maryland Avenue
	747 Maryland Avenue
	757 Maryland Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
	772 Maryland Avenue
OR09352	774 Maryland Avenue
OR00714	996 Mayfield
OR00716	808 McIntyre Avenue, Curtis Johnson House
OR00717	407 Melrose Avenue, Albert D. Proudfit House
OR00718	420 Melrose Avenue, J. G. Heidner House
OR00720	455 Melrose Avenue, Robert Thompson House
OR00721	511 Melrose Avenue
OR00722	1434 Michigan Avenue
OR00723	1399 Miller Avenue, H. J. Van Wie House
OR00724	1409 Miller Avenue, W. H. Teskey House
OR00725	1415 Miller Avenue, William Probst House
OR00726	1455 Miller Avenue, F. B. Randall House
OR00727	650 Minnesota Avenue
OR00728	666 Minnesota Avenue
OR00729	730 Minnesota Avenue
OR09353	955 Minnesota Avenue
OR09355	1005 Minnesota Avenue
OR00730	1019 Minnesota Avenue, Miram Davis House
OR09357	1057 Minnesota Avenue
OR09354	1127 Minnesota Avenue
OR00731	1799 Mizell Avenue
OR00732	115-19-21 Morse Boulevard, Podmore Building
OR00733	189 Morse Boulevard E., Lincoln Apartments (façade)
OR09358	200 New England Avenue W., ACL Train Depot
OR09357	301 New England Avenue W., Grant Chapel
OR0959	411 New England Avenue
OR00227	433 New England Avenue E., Webster-Wagner House
OR00739	446 New England Avenue W.
OR00737	457 New England Avenue E., T. M. Henkel House
OR00742	775 New England Avenue W., J. P. Battles House
OR00745	860 New England Avenue W., Phillips Rental House
OR00746	1280 New York Avenue
OR00747	1516 Oakhurst Avenue
OR00748	1109 Oaks Boulevard
OR04307	761 Old England Avenue, Winter Park Country Club and Golf Course
OR09362	875 Old England Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00749	876 Old England Avenue, Melville A. Stone House
OR09363	907 Old England Avenue
OR09364	915 Old England Avenue
OR09365	940 Old England Avenue
OR04307	*961 Old England Avenue, Winter Park Golf Course and Country Club
OR00750	1485 Orange Avenue
OR00751	1509 Orange Avenue
OR00752	1565 Orange Avenue, Howard A. Gross House
OR00753	1675 Orange Avenue
OR00754	373 Osceola Avenue, R. F. Lenfest House
OR00755	476 Osceola Avenue, Mrs. W. H. Moore House
OR00756	511 Osceola Avenue, Emily Nichols House
OR00757	541 Osceola Avenue, H. B. Carleton House
OR00758	557 Osceola Avenue, Wilhemina Green House
OR00759	567 Osceola Avenue, L. W. Spangler House
OR00221	621 Osceola Avenue, Ward House
	*633 Osceola Avenue, Albin Polasek House and Studio
OR00762	699 Osceola Avenue, Harry M. Sinclair House
	1041 Osceola Avenue
OR00764	222 Osceola Court, Mrs. Edith Brigham House
OR00765	239 Osceola Court
OR09368	244 Osceola Court
OR09367	249 Osceola Court
	255 Osceola Court
OR00766	347 Osceola Court
OR09366	585 Osceola Court
OR00767	163 Overlook Road, B. W. Virts House
OR09369	700 Oxford Road
OR09370	1128 Oxford Road
OR09371	1131 Oxford Road
OR00768	1168 Oxford Road, B. F. Kessler House
OR00769	1335 Palm Avenue
OR00779	1020 Palmer Avenue
OR09375	1311 Palmer Avenue
OR09376	1665 Palmer Avenue
OR00771	225 Palmer Avenue
OR00772	312 Palmer Avenue

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00773	345 Palmer Avenue
OR00774	630 Palmer Avenue, J. M. Wright House
OR00775	800 Palmer Avenue, F. W. Shephard House
OR09372	834 Palmer Avenue
OR00776	843 Palmer Avenue
OR09373	900 Palmer Avenue
OR00246	916 Palmer Avenue, "Carlova"
OR00777	950 Palmer Avenue
OR00778	966 Palmer Avenue, J. C. Beckwith House
OR00781	616 Pansy Avenue, Howard Martin House
OR00786	126-28-30 Park Avenue S., Morse Building, Baby Grand Theater
OR00787	150 Park Avenue S., Pioneer Store
OR00785	1717 Park Avenue
OR00783	302-04 Park Avenue, Union State Bank Building
OR00788	306-08 Park Avenue S.
OR00789	307 Park Avenue S., Hamilton Hotel
OR00790	322-24-26 Park Avenue S., Standard Garage-United Markets Arcade
OR00784	640 Park Avenue N., Park-Aire Apartments
OR00234	656 Park Avenue North, "Casa Feliz", R. B. Barbour House
OR09360	841 Park Avenue North, The University Club
	863 Park Avenue North, "Casa Colina"
OR00782	Park Avenue
OR00793	1301 Pelham Avenue, J. C. Harrison House
OR09387	1331 Pelham Avenue
OR09388	1333 Pelham Avenue
OR0792	1335 Pelham Avenue
OR09393	1350 Pelham Avenue
OR09389	1355 Pelham Avenue
OR09392	1378 Pelham Avenue
OR09390	1401 Pelham Avenue
OR00794	1405 Pelham Avenue, F. E. Shell House
OR00795	1406 Pelham Avenue, Frances Huber House
OR00798	1151 Pennsylvania Avenue
OR00799	1163-65-67-69 Pennsylvania Avenue
OR00800	218 Pennsylvania Avenue, George Wright House
OR00801	517 Pennsylvania Avenue, Hance Baultman House
OR00671	736 Pennsylvania Avenue (relocated from 546 Holt Avenue)

CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00802	778 Pennsylvania Avenue, A. A. Wessona House
OR00803	843 Pennsylvania Avenue
OR00804	853 Pennsylvania Avenue, F. B. Mehler House
OR00805	855 Pennsylvania Avenue S.
OR00806	865 Pennsylvania Avenue
OR00797	Pennsylvania Avenue S.
OR00807	112 Phelps Avenue
OR00808	201 Phelps Avenue, North, Harris-Granberry House
OR00809	317 Phelps Avenue
OR00810	530 Phelps Avenue, J. D. Foster House
OR00811	1688 Pine Avenue, L. J. Douglas House
OR00812	820 Pinetree Road, C. J. Libby House
OR00813	1264 Richmond Road
OR00814	1273 Richmond Road, Lawrence Mackey House
OR00815	1285 Richmond Road, C. E. Bauter House
OR00816	1295 Richmond Road, Dr. Charles Julian House
OR00817	1304 Richmond Road
OR00818	1313 Richmond Road
OR09394	1329 Richmond Road
OR00819	1351 Richmond Road
OR00820	1358 Richmond Road, C. Harmon House
OR00821	1362 Richmond Road, E. R. Baldwin House
OR00822	1377 Richmond Road
OR09395	1385 Richmond Road
OR09396	1399 Richmond Road
OR00823	141 Rockwood Way
OR00824	1624 Roundelay
OR00248	314 Salvador Square, "Bonnie Burn"
OR00825	616 Seminole Avenue, Fredrick W. Cady House
OR00826	666 Seminole Avenue
OR09411	826 Seminole Avenue
OR09412	911 Seminole Avenue
OR00827	Shoreview Avenue, Abraham Sharpe House
OR00828	518 Shoreview Avenue, A. V. Daugherty House
OR00829	1616 Spruce Avenue
OR00830	144 Stirling Avenue, Proudfit-Macklin House
OR00831	210 Stirling Avenue, Samuel Goss House

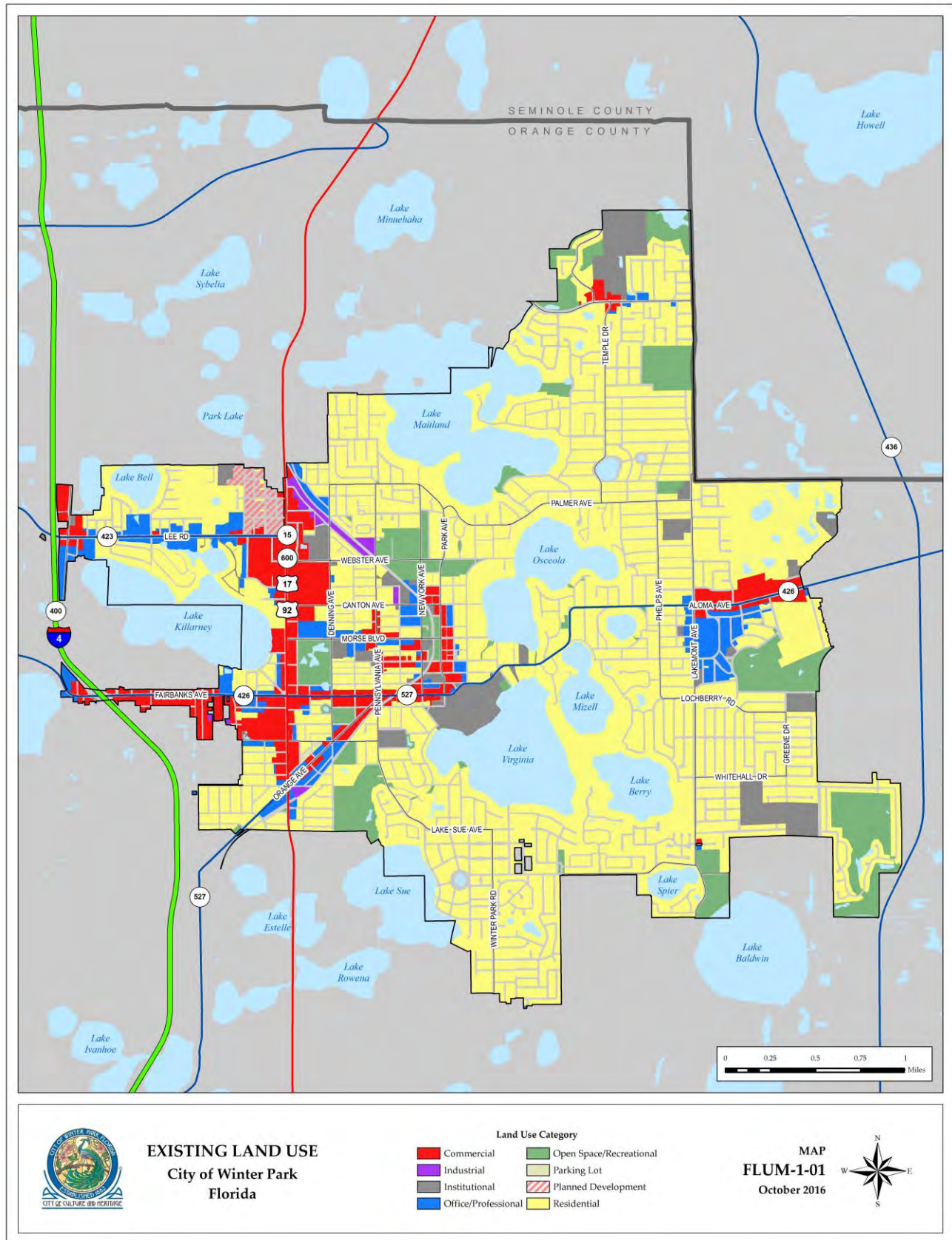
CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00832	155 Stovin Avenue, Dr. C. A. Campbell House
OR00833	173 Stovin Avenue, Albert Wagner House
OR00834	183 Stovin Avenue, Frederick Ward House
OR00835	187 Stovin Avenue, C. P. Hutton House
OR00233	1300 Summerland Avenue, Lawrence-Chubb House
OR00836	1499 Summerland Avenue, C. J. Lefevere House
OR00837	1315 Sunset Avenue, A. B. Bradley House
OR00838	1324 Sunset Avenue, J. F. McDonald House
OR00839	1409 Sunset Avenue
OR00840	1572 Sunset Avenue, Joseph King House
OR00841	236 Sylvan Drive
OR00842	244 Sylvan Drive
OR00843	292 Sylvan Drive
OR00844	663 Symonds Avenue, Alton Woodward House
OR00845	852 Symonds Avenue, Ray Beckwith House
OR00846	1864 Taylor Avenue
OR00847	1880 Taylor Avenue
OR00252	*40 Trisman Terrace, "The Palms", Brewer House
OR00849	Chase Hall, Horseshoe Drive, Rollins College
OR00850	Carnegie Library, Horseshoe Drive, Rollins College
OR00223	701 Via Bella, "Weatogue"
OR00851	1146 Via Capri
OR00852	1247 Via Capri, Ernst Schmeltz House
OR09413	1411 Via Tuscany
OR00245	1461 Via Tuscany, "Sandscove"
OR00854	1551 Via Tuscany, Charles Hyde Pratt House
OR09414	1621 Via Tuscany
OR09416	2150 Via Tuscany
OR09415	2195 Via Tuscany
OR00853	1161 Via Salerno, C. S. Henning House
OR09417	146 Virginia Drive
OR00866	147 Virginia Drive
OR00867	181 Virginia Drive
OR00868	210 Virginia Drive
OR00869	247 Virginia Drive
OR09418	250 Virginia Drive
OR09420	318 Vitoria Avenue

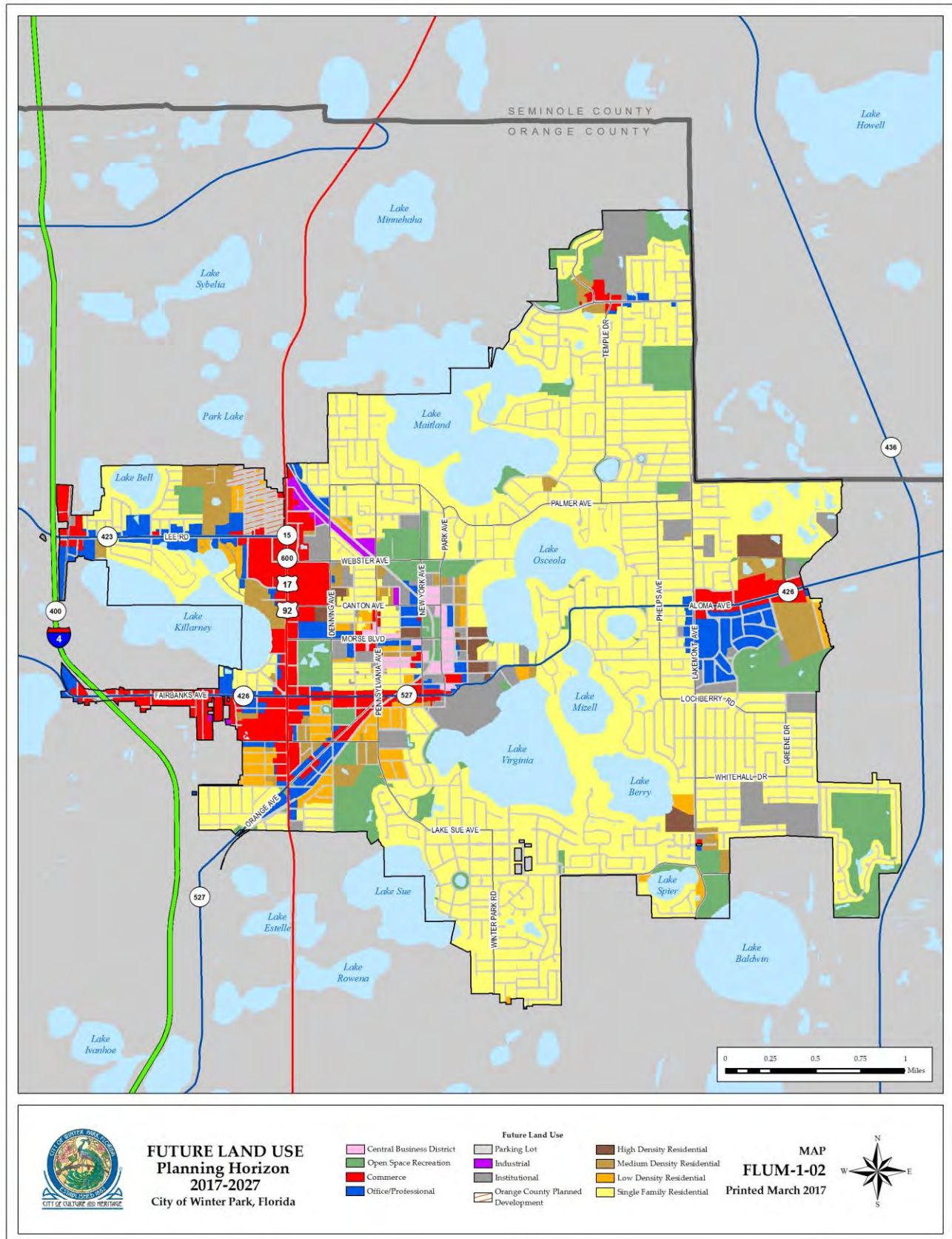
CITY OF WINTER PARK HISTORIC RESOURCES	
FMSF NO.	SITE ADDRESS/NAME
OR00855	324 Vitoria Avenue, Dr. Alfred Kent House
OR09419	325 Vitoria Avenue
OR00856	326 Vitoria Avenue, D. A. Woodward House
OR00857	333 Vitoria Avenue
OR00859	346 Vitoria Avenue, Walger Johnston House
OR00860	357 Vitoria Avenue, H. C. Winslow House
OR00861	358 Vitoria Avenue, F. D. Merrill House
OR00863	368 Vitoria Avenue
OR00864	378 Vitoria Avenue, R. C. Baker House
OR00865	391 Vitoria Avenue, W. C. Nickolson House
OR09421	764 Vitoria Avenue
OR09422	796 Vitoria Avenue
OR09423	847 Vitoria Avenue
OR00870	1721 Walker Avenue
OR00871	1800 Walker Avenue
OR00872	111 Webster Avenue, Dr. R. F. Hotard House
OR00873	253 Webster Avenue, E. R. Phillips House
OR00874	341 Webster Avenue, E. E. Hayes House
OR00243	461 Webster Avenue, "Orchard Place", Benjamin Edwards House
OR00876	308 Welbourne Avenue W., Caroline Jackson House
OR00879	455 Welbourne Avenue W., Mary Brown House
OR00880	1455 Westchester Avenue
OR00881	1477 Westchester Avenue
OR00882	1482 Westchester Avenue
OR00883	1517 Westchester Avenue
OR00884	1520 Westchester Avenue, B. H. Blosch House
OR00885	1540 Westchester Avenue
OR00886	1621 Westchester Avenue, George Smith Jr. House
	2414 Winter Park Road East
OR00220 OR00631	Windsong Preserve, Dr. Nathan Barrows-Ward House and Citrus Barn
*Listed on the National Register of Historic Places	

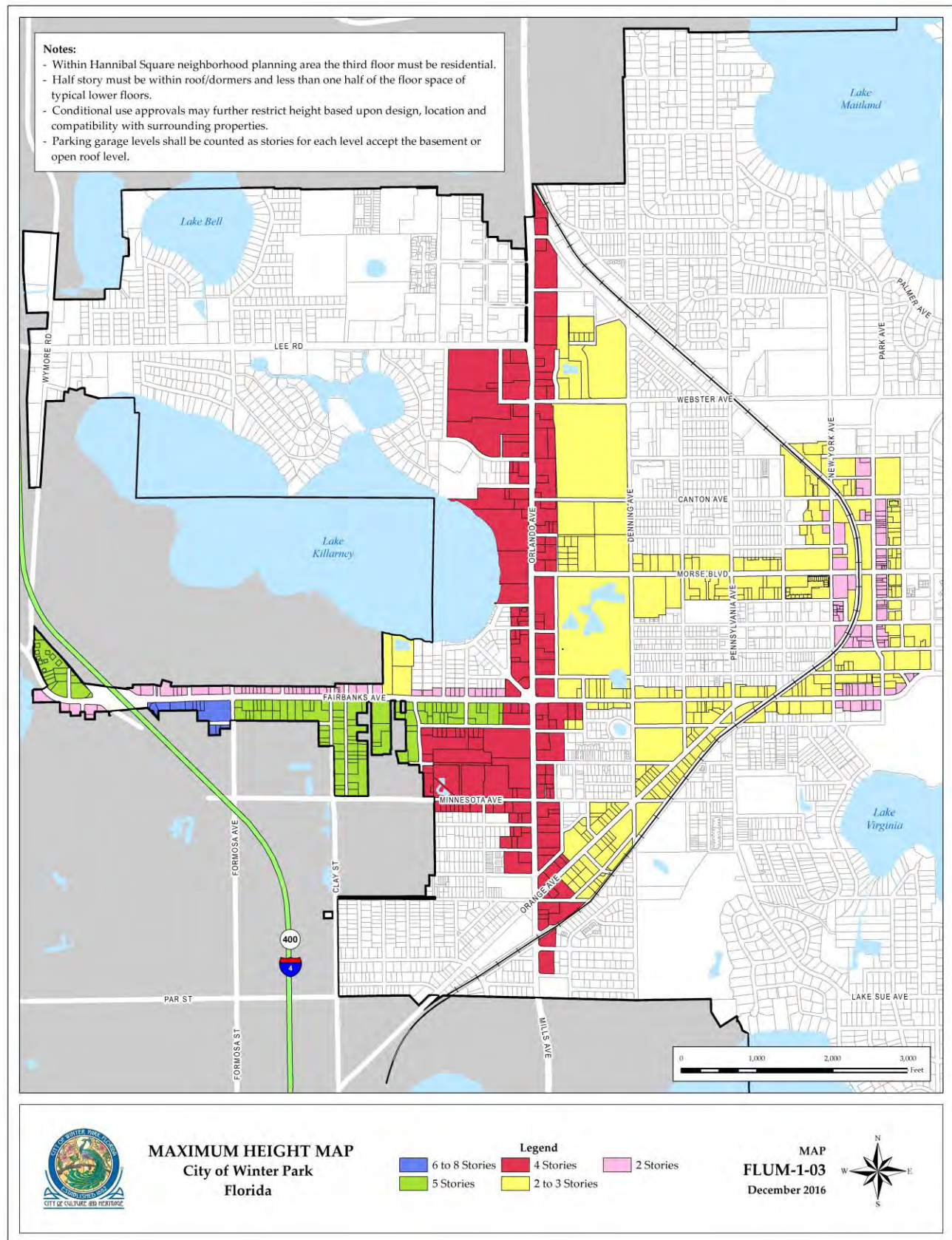
Source: Winter Park Planning Department: 1977 Junior League Survey of Historic Resources, 1986 Florida Preservation Services Survey of Historic Resources, 2000 GAI Architectural Survey, Winter Park Register of Historic Resources.

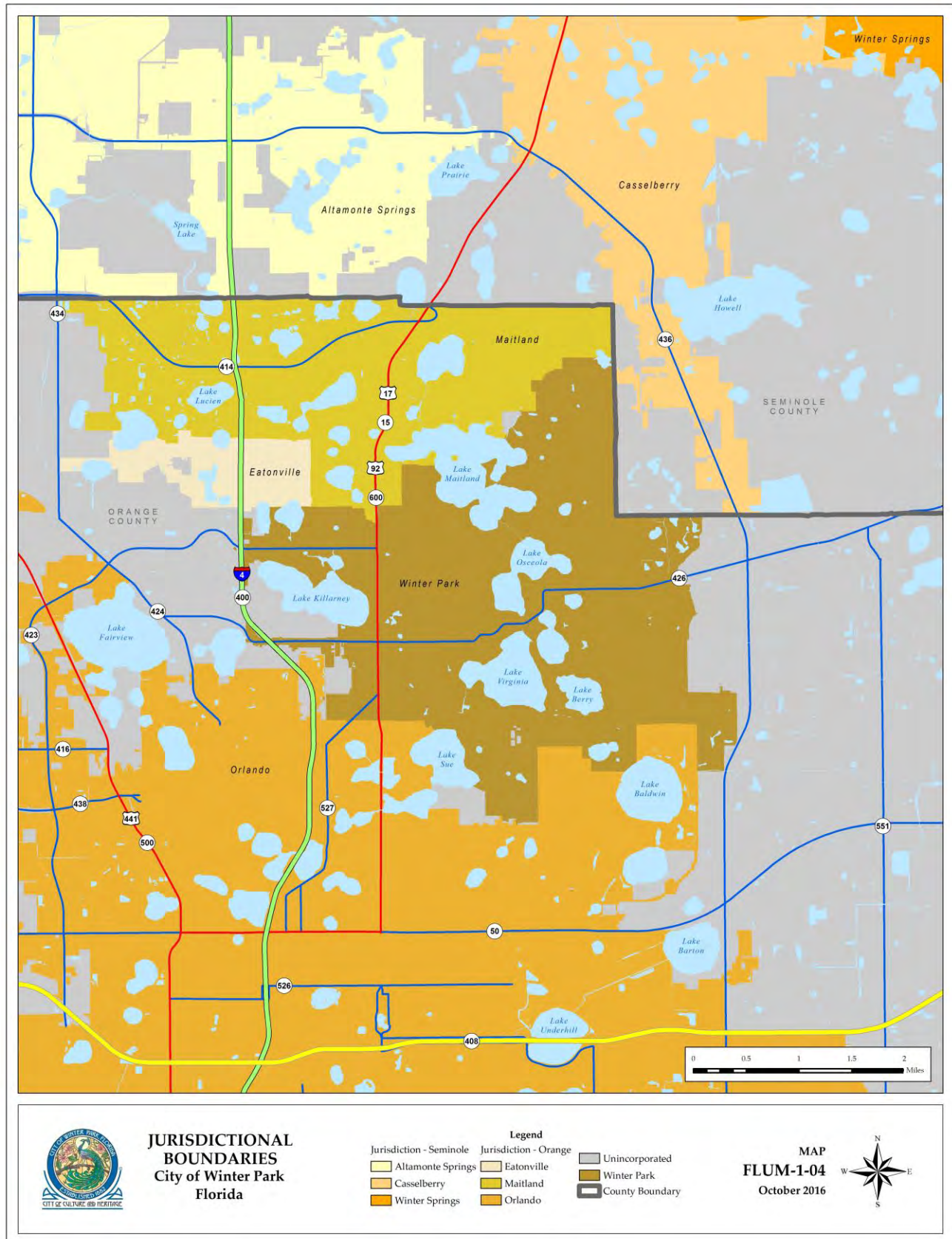
Future Land Use Map Series:

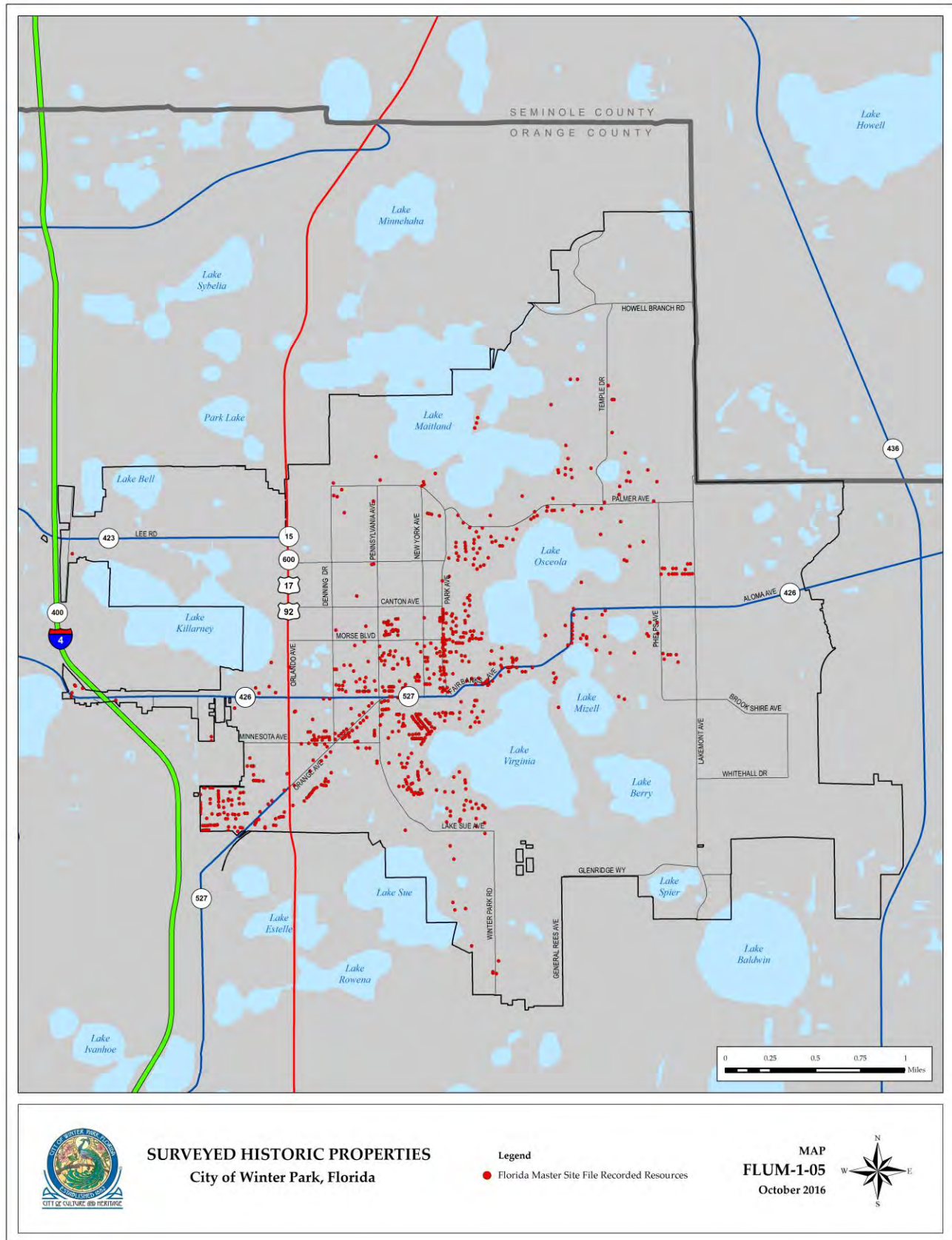
- 7) FLUM-1-01, Existing Land Use Map
- 8) FLUM-1-02, Future Land Use Map
- 9) FLUM-1-03, Maximum Height Map
- 10) FLUM-1-04, Jurisdictional Boundaries Map
- 11) FLUM-1-05, Surveyed Historic Properties Map
- 12) FLUM-1-06, National Register of Historic Properties Map
- 13) FLUM-1-07, Annexation Area #1: Lake Killarney
- 14) FLUM-1-08, Annexation Area #2: Kentucky/Ogelsby
- 15) FLUM-1-09, Annexation Area #3: Lawndale
- 16) FLUM-1-10, Annexation Area #4: Stonehurst

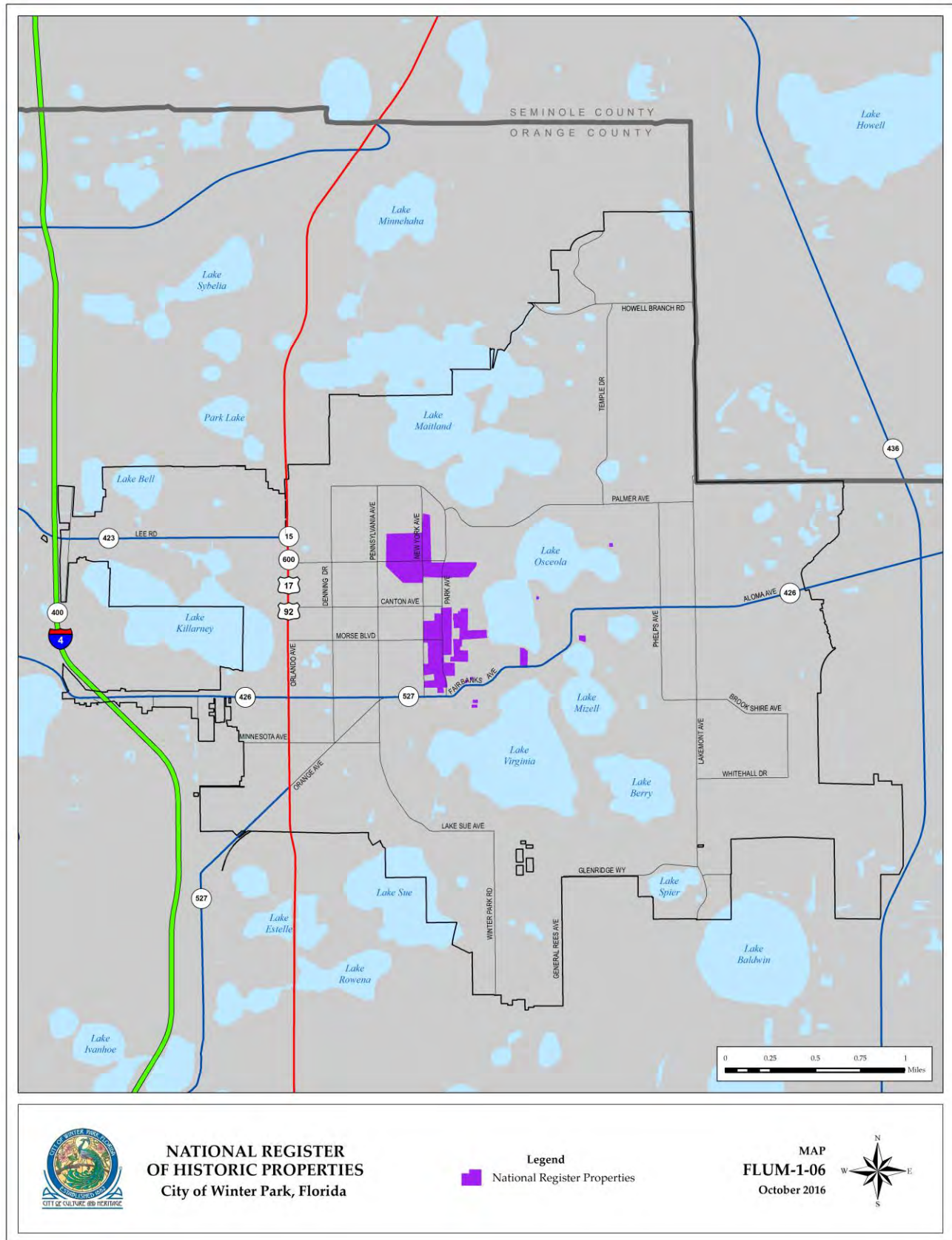


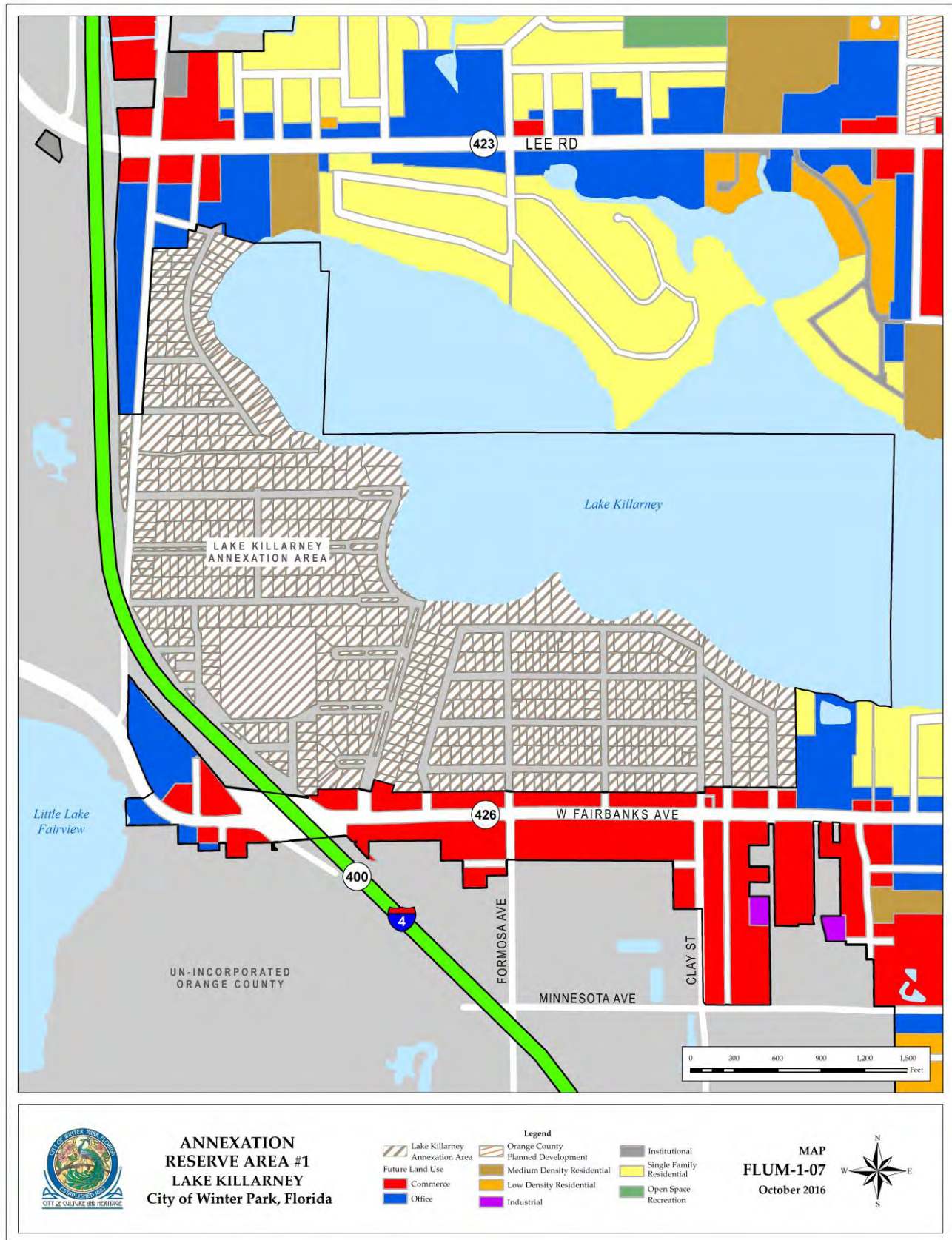


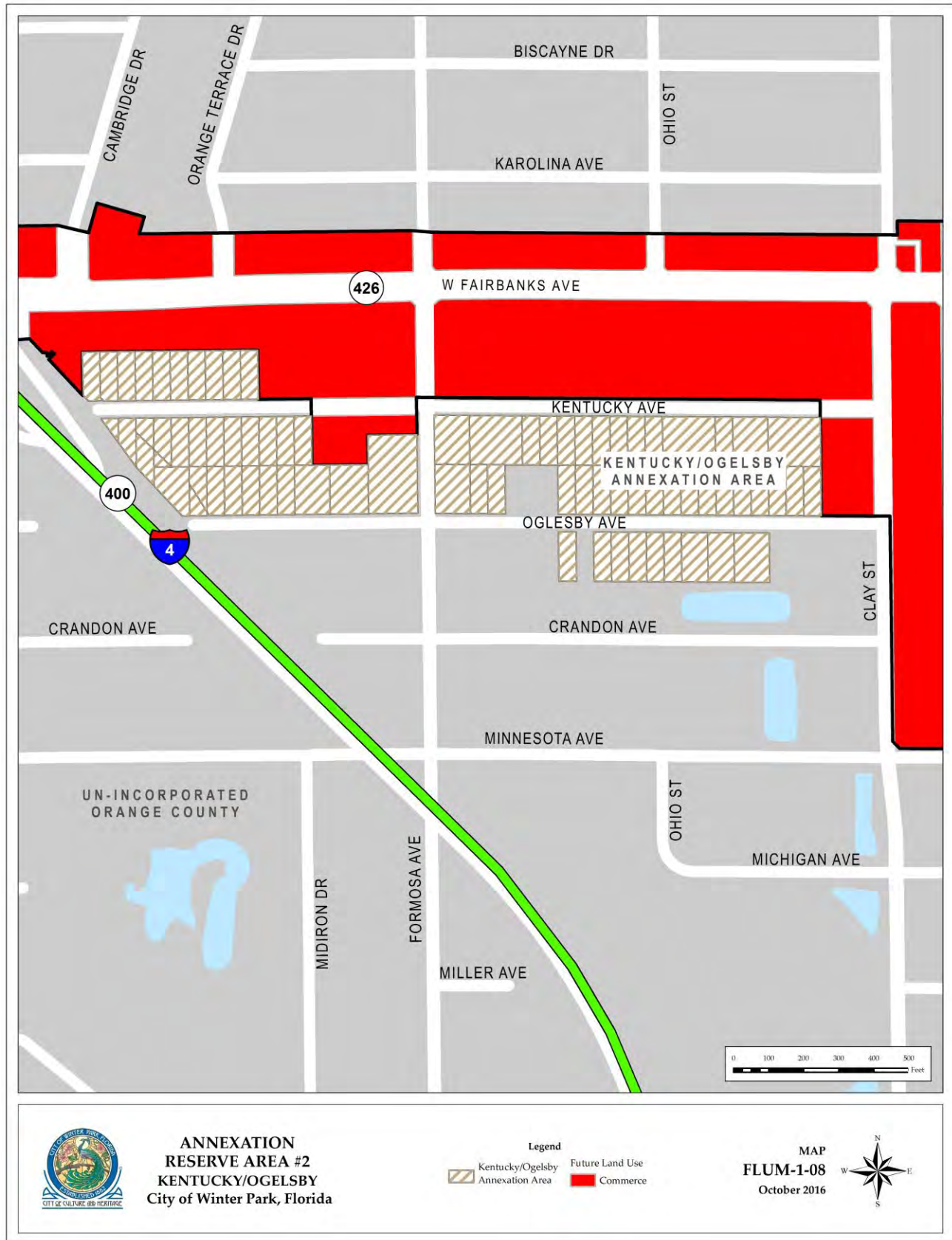


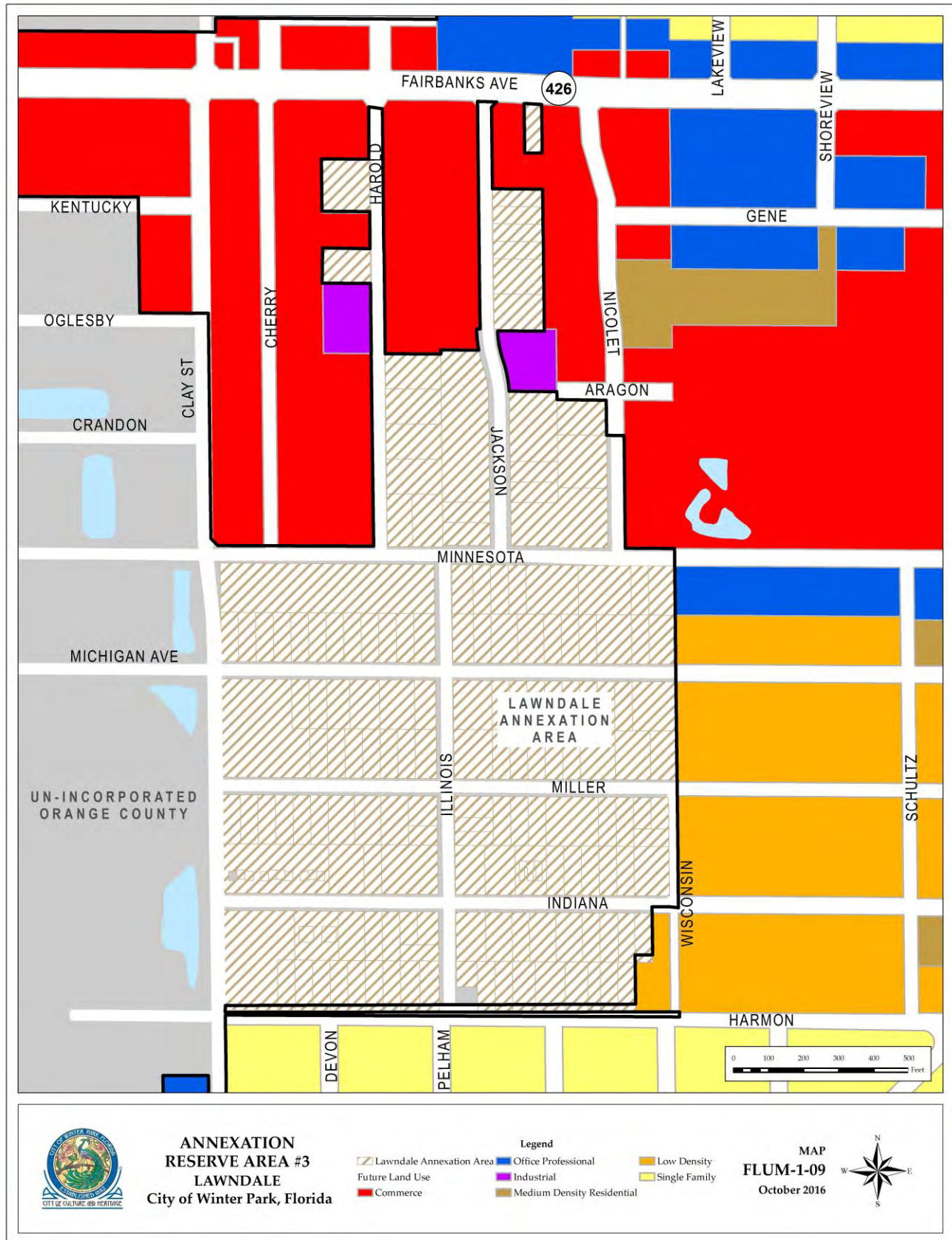


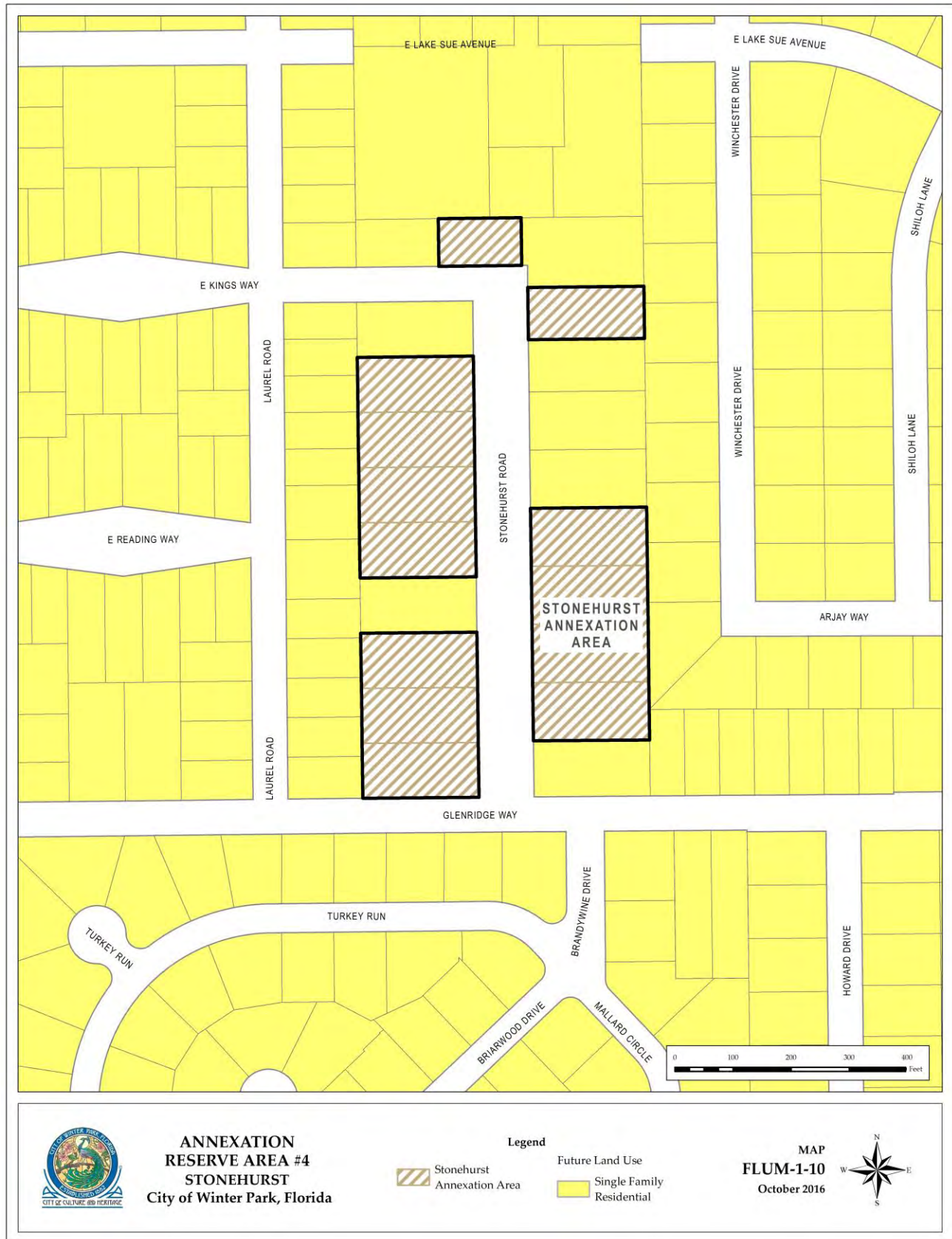














April 28, 2017

D. Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
The Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, Florida 32399

RE: City of Winter Park Comprehensive Plan Amendments (16-2ESR)
Subject to State Coordinated Review Process

Dear Mr. Eubanks:

The City of Winter Park has completed the amendments outlined in the City's Evaluation and Appraisal Report sent to the Department on January 31, 2016. As outlined in the letter, the city has updated the adopted 2009 Comprehensive Plan and is requesting a review subject to the State Coordinated Review Process pursuant to Section 163.3184(4), Florida Statutes.

The Local Planning Agency reviewed, approved and transmitted the updates to the City Commission at their meeting on November 7, 2016. The City Commission transmitted, at first reading, the amendments to the DEO for the state's review at their meeting on December 12, 2016.

On February 24, 2017 the City received the Objections, Recommendations, and Comments (ORC) Report from DEO. City staff made the necessary amendments based on the ORC Report as well as additional amendments necessary since the first reading. The City Commission adopted, at second reading on April 24, 2017, the Comprehensive Plan amendments via Ordinance No. 17-_____.

Attached is a list of the amendments, highlighted in yellow, of the additional changes made in the adopted amendment that the DEO and state agencies did not review.

Staff is also transmitting copies of this documentation to the appropriate state and local agencies in digital format as required under Chapter 163.3184(4), Florida Statutes.

If you or your staff have any questions regarding any part of this package, please feel free to contact me at 407-599-3665.

Sincerely,

Dori Stone, AICP
Planning Director

Cc: Mayor and City Commission
Randy Knight, City Manager

Michelle Neuner, Assistant City Manager
Kurt Ardaman, City Attorney
Dan Langley, Assistant City Attorney

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

PUBLIC FACILITIES ELEMENT DATA INVENTORY AND ANALYSIS

~~9J-5.011(1), F.A.C.~~

Public facilities include potable water, wastewater, solid waste, drainage, and natural groundwater aquifer recharge. Pursuant to the requirement of 163.177(6)(f), F.S., ~~and 9J-5.011, F.A.C.~~, this section provides an inventory and analysis of the existing potable water, sanitary sewer, solid waste, and drainage facilities and services within the City of Winter Park (City) as well as its water and sewer utility service areas that extend into unincorporated Orange County.

Methodology. In general, the methodology for this element includes analysis of the baseline operating capabilities of existing facilities and mapping of existing service area boundaries. Current demand and design capacity as well as the existing level of service at which each facility was operating was also identified. After the baseline information was analyzed, projections of future needs were made based on projected population growth and current planned improvements for each of these facilities. Each sub-element in this element contains unique background information related to individual public facilities and services and includes projections which are developed separately for each public facility.

~~Much of the data for this element was obtained from a In-2004 Winter Park Bond Issue Engineering Report; the City completed an engineering report for its water and wastewater utility services. Theis Winter Park Bond Issue Engineering Report was used as the primary resource for water and wastewater facilities information and data. Other sources for information include the City of Winter Park's application to renew SJRWMD Consumptive Use Permit No. 7624, Florida Department of Environmental Protection (Orlando Office), Orange County, the City of Orlando, and WastePro of Florida Management, Incorporated, of Orlando.~~

WASTEWATER SUBELEMENT

Introduction. Wastewater service is comprised of three components – sewage collection, treatment, and disposal. Disposal includes solids and effluent reuse, which is also referred to as reclaimed or grey water.

Within the City of Winter Park, most development receives wastewater service from a sewer system that transports sewage through underground pipes to an offsite treatment facility for processing and disposal. This type of wastewater service is referred to as a central sewer system. Centralized wastewater sewer systems must meet standards established and monitored by the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency.

Development not connected to a central sewer system receives wastewater service from onsite treatment facilities. Only a limited number of single family homes use onsite septic tank systems. No area within the City receives treatment service from a wastewater package plant, which is a privately-owned treatment facility handling a relatively limited volume. Onsite septic tanks systems must comply with state standards monitored and enforced by the Orange County Health Department.

Map [PFE-4-01](#) delineates the areas within the City's jurisdictional boundaries that are served by a central sewer system or by a septic tank system.

Centralized Wastewater Service

The City of Winter Park owns, operates, and maintains a central wastewater system that in year ~~2004~~ 2016 provided service to approximately ~~20,715~~ 44,503 accounts and a population of ~~43,000~~ 67,256 customers. Divided into three separate service areas, Winter Park's sewer system extends beyond its corporate limits to serve development located in unincorporated Orange County and is bounded by the cities of Maitland and Eatonville on the north and Orlando on the south.

The City's central wastewater service is managed and operated by the Water and Wastewater Utility Department. The entire sewer system consists of approximately 774,418 feet of sewer lines, 4,255 manholes, and ~~10~~ 33 pumping stations with 259,574 feet of associated force mains. While the City owns nearly all of the collection system and a wastewater treatment facility, wholesale agreements have been established with the other local governments to treat and dispose of effluent generated from within Winter Park's wastewater service area. No sewer flows within the City's general sewer service area are treated by privately-owned utilities.

In 2015, the City's general sewer service had a combined daily service capacity of 8.701 million gallons per day (MGD) by using five different wastewater treatment plants. The wastewater treatment plant owned by Winter Park treats approximately 7.5% of the total sewer system treatment capacity, with the majority of the capacity provided through wholesale agreements with other governments.

Service Area. Covering 22 contiguous square miles, Winter Park's general wastewater service area (GWSA) covers the entire eight square miles within the City's corporate limits as well as 14 square miles adjacent to the City. The City's water and sewer service areas share the same geographical boundaries, forming a single contiguous utility service area. The GWSA is served by three physically independent wastewater collection systems – the West, East, and Central Districts.

Boundaries for the wastewater service area and its three districts are delineated on Map PFE-4-01. This map presents the general wastewater service area, service district boundaries, and the location of the wastewater treatment plant and effluent disposal sites located within the service area. District characteristics are summarized in Table 4-1.

Winter Park and Orange County have entered into an inter-local agreement defining the boundaries of the City's sewer utility serve area boundaries.

**Table 4-1
District and Service Area Characteristics**

	East System	West System	Central System	GWSA ¹
Area (square miles)	n/a	n/a	n/a	22
Accounts	n/a	n/a	n/a	20,715
Customers (population)	n/a	n/a	n/a	43,000 67,256
General Service Area	Unincorporated areas east of the City limits.	Unincorporated areas west of the City limits.	Incorporated Winter Park	n/a
Treatment Facility				
Iron Bridge Regional Treatment Plant	X		X	
Altamonte Springs Regional Water Reclamation Facility		X	X	
Orange County Utilities McLeod Road Sewage Treatment Plant	X			
Winter Park Estates Water Reclamation Facility	X	X		

Source: Winter Park Utilities, [2016-2005](#).

X – Wastewater treatment plant serves this district of the GWSA.

n/a – not available

Wastewater Collection/Transmission Facilities. Pursuant to the Florida Department of Environmental Protection, collection/transmission systems include sewers, pipelines, conduits, pumping stations, force mains, and all other facilities used for collection and transmission of wastewater from individual service connection laterals to facilities intended for the purpose of providing treatment prior to release to the environment.

Each wastewater service system physically functions independently, having no connections that allow effluent flows to be redirected from one system to another. Each system stands on its own for collection and distribution to a treatment facility. Within each of the three service systems, the collection system consists of gravity sewer lines, lift stations, or force mains (pressurized sewer lines). The City's collection facilities for the entire general service area consists of approximately 77~~4,418~~^{4,418} feet of sewer lines, 4~~,252~~²⁵⁵ manholes, and 103 pumping stations with ~~259,574~~^{222,240} feet of associated force mains.

A. Individual Sewer System Transmission. For the Central Sewer Systems, wastewater flow is directed to the Howell Branch master pumping station through sewer gravity lines or force mains. Located north of Howell Branch Road and east of Temple Trail, the master pump station then transfers flows to the Iron Bridge Regional Sewage Treatment Plant (owned and operated by the City of Orlando).

Winter Park partnered with Orlando, Orange County, Maitland, Casselberry, ~~and~~ Seminole County ~~and Winter Springs~~ to form a regional transmission authority to fund, ~~and~~ install, ~~and maintain~~ transmission lines to send wastewater flows to the Iron Bridge treatment facility. The South Seminole-North Orange County Wastewater Transmission Authority operates and maintains the transmission system under contractual agreements with the same participating government entities.

For the East Sewer System, wastewater flow is directed to the three different treatment plants – Iron Bridge, Orange County Utilities, and Winter Park Estates. For the West Sewer System, collection lines send wastewater to both the McLeod Road Water Reclamation Facility and Altamonte Springs Regional WWTF.

- B. Inflow and Infiltration.** Common to sewer collections systems throughout Florida is the inflow and infiltration of groundwater and stormwater into sewer lines. Inflow involves stormwater entering sanitary sewer lines through manholes or cracked lines during or after rainstorms. Infiltration involves a continual seepage of groundwater into sewer lines and laterals through cracked lines or off line joints. Seepage from infiltration will vary based on seasonal and climatic changes affecting rainfall levels. For example, wastewater volumes treated at the City's Winter Park Estates Water Reclamation Facility were lower in 2000 than any of the five previous years because of a regional drought experienced in 1999 and 2000.
- C. Performance and Improvements.** For the collection system within each of the three service areas to maintain effective performance and to continue compliance with FDEP standards, the City will continue an ongoing maintenance and repair program through its Utility Division. These activities will include the following:
1. Extension of sanitary sewer lines to areas where development currently relies on septic tanks.
 2. Sanitary sewer manholes deteriorated by hydrogen sulfide gas will need to be repaired or replaced to avoid potential groundwater infiltration.
 3. Asbestos cement force mains that have been deteriorated by hydrogen sulfide gas will require replacement to prevent potential leaks and possible collapse of pipes. The City plans to replace sanitary force mains with high density poly~~the~~ethylene~~elene~~ (HDPE) pipe.
 4. The ~~RangerHibiseus~~ Lift Station is currently failing because of age and use. The City will convert this facility to a submersible lift station.
 5. ~~6+5 remaining~~ CAN type lift stations ~~that~~ are to be converted to submersible stations for safety and reliability reasons.
 6. South Seminole North Orange County Wastewater Transmission Authority transmission ~~line~~ system rehabilitation.

Unpredicted malfunctions to the collection system occur on occasion, sometimes causing overflow onto adjacent sites, surface waters or upper groundwater. Malfunctions have occurred as the result of sewer lines breaking under stress, from construction activity or blockage in the line. Lift stations have also malfunctioned because of pump failure created by hurricanes, lightning strikes, power outages, or equipment breakdowns. All malfunctions that result in an overflow are reported to the FDEP through a Sewer Overflow Report, a form prepared by FDEP.

~~A major extension of sewer mains is planned for the western portion of Fairbanks Avenue from Lakeview Avenue to Interstate 4. The extension is anticipated to occur by early 2007 or earlier. This~~

~~extension will allow the City to better serve customers and development located within the West Sewer System.~~

All collection and transmission facilities must comply with standards set forth in Chapter 62-604, Florida Administrative Codes, which are enforced by FDEP. These standards establish design, construction, and operation requirements for wastewater collection and transmission systems and establish procedures to obtain a permit to construct or modify a domestic wastewater collection and transmission system.

Treatment Facilities. Wastewater treatment is provided by inter-local agreements with nearby municipal utilities and by the Winter Park Estates Water Reclamation Facility, which is owned and operated by the City. The treatment facilities that serve each of the three sewer systems are listed in Table 4-2. Pursuant to FDEP, "treatment" means any method, technique, or process which changes the physical, chemical, or biological character or composition of wastewater and thereby reduces its potential for polluting waters of the state.

**Table 4-2
Treatment Facilities Serving Each Sewer System**

Facility	Owner/Operator	East System	West System	Central System
Winter Park Estates Water Reclamation Facility	City of Winter Park	X		
Iron Bridge Regional Treatment Plant	City of Orlando	X		X
Regional Water Reclamation Facility (RWRF)	City of Altamonte Springs		X	X
Orange County Utilities	Orange County	X		
Conserv II Wastewater Treatment Plant (McLeod Road)	City of Orlando		X	

Source: Winter Park Utilities Division, ~~2016~~2002.

A. **Winter Park Estates Water Reclamation Facility.** The Winter Park Estates Water Reclamation facility operates an effluent reuse treatment plant and is permitted by the FDEP as a domestic wastewater treatment plant. This wastewater treatment plant (WWTP) treats a portion of the wastewater generated within the City and its utility service area. Other portions are treated by other wastewater treatment plants or by onsite septic tanks. Winter Park Estates exclusively treats wastewater collected from the City's Central Sewer System. The population served by Winter Park Estates is estimated at 7,800, ~~based on the FDEP renewal application submitted by the City in December 2002.~~

1. **Treatment Facilities.** Operated as a complete mix/extended aeration treatment facility with chemical addition and tertiary filtration, the facility has a design capacity for ~~1.10-750~~ million gallons per day (MGD) but is limited to processing .615 MGD ~~at this time due to the capacity of currently available spray sites. Future planned expansion of reuse into residential neighborhoods will increase the disposal capacity for reclaimed water, because of a lack of available onsite storage capacity and a scarcity of eligible sites for reuse irrigation.~~ In 2015, the facility treated an average of ~~0.40-396~~ MGD. ~~The aeration facilities are currently undergoing a 2.3 million~~

dollars upgrade to replace the surface mechanical aerators with fine bubble diffuser type. After completion, pilot tests can be performed to support aerating the treatment capacity with the State.

2. **Disposal.** An effluent storage facility consists of two holding ponds with a combined capacity of 3.2 million gallons and a 3.0 million gallon ground storage tank. Treated effluent is distributed for reuse as irrigation at the Cady Way athletic fields, Interlachen Golf and Country Club, Winter Pines Golf Course, ~~and~~ Glen Haven Cemetery, and Brookshire Elementary School, all of which are located within Winter Park's corporate limits. ~~The planned future expansion of the reuse system will also include WPHS.~~ Tale 4-3 lists the permitted daily effluent reuse volumes that can be sent to each site in 2015~~06~~.

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Table 4-3
Effluent Reuse Sites and Permitted Reuse Flows, ~~2006~~2015

Reuse Site	Permitted Flow (mgd)
Winter Pines Golf Course	0.155
Cady Way/Showalter Field	0.120
Interlachen Country Club	0.190
Glen Haven Memorial Park (cemetery)	0.150
Total	0.615

Source: Winter Park Utilities, ~~2016~~2006.

3. **Biosolids.** Sludge, or biosolids, collected at the Winter Park Estates facility is pumped via a special force main to Orlando's Iron Bridge Regional Water Reclamation Facility, where digesters are used to stabilize the sludge by removing residual organic matter. Biosolids used or disposed at the Iron Bridge RWRF amount to an average of approximately 46.9+ dry tons per year. The digested sludge is removed from the system and receives final disposal through land application at FDEP approved landfills. No sludge hauling by truck occurs from the Winter Park Estates Water Reclamation Facility.
4. **Regulatory Analysis.** Any entity that intends to collect, transmit, treat, dispose of, and/or reuse domestic wastewater are required to obtain a wastewater permit from the Florida Department of Environmental Protection, which regulates and enforces standards set forth in Chapter 62, Florida Administrative Codes. Standards established by the State of Florida must be consistent with mandatory standards established by the U.S. Environmental Protection Agency.

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The facility is currently operating under permit FLA10819-006+ that expires on January 7, 2024~~July 14, 2008~~. The current permit limits the WWTP to an annual average daily flow of 1.15-75 MGD.

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A review of compliance inspection reports and other regulatory files indicates that the facility site has been substantially compliant.

- B. Wholesale Providers.** The majority of the City's wastewater is treated at regional facilities owned and operated by other local governments. All are located outside of the City's jurisdictional boundary and the GWSA. The City has reserved capacity in these facilities through wholesale sewer agreements with the City of Orlando, the City of Altamonte Springs, and Orange County Utilities. Table 4-4 summarizes the maximum daily capacity that the City has reserved from each treatment facility.

Table 4-4
Current Wastewater Treatment Capacities

Utility	Government	Treatment Capacity (mgd)	Percent of Total Flows from City Wastewater Service Area (2003)
City-Owned Facilities			
Winter Park Estates Water Reclamation Facility	Winter Park	1.150.75	13.228.08%
Reserved Capacity			
Regional Wastewater Reclamation Facility ¹	Altamonte Springs	0.413	4.756.54%
Iron Bridge Regional Treatment Plant	Orlando	5.962	68.5270.23%
Conserv II Reclamation Facility (McLeod Road WWTP)	Orlando	1.000	13.1511.49%
Orange County Utilities	Orange County	.176	1.92.02%
Total Sewer System Capacity		8.7301	100.0%

Source: Altamonte Springs City Plan 2020, Infrastructure Element, 2002.

Source: All other data provided by Winter Park Utilities, 20162005.

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- 1. Iron Bridge Regional Reclamation Facility.** Although the majority of the wastewater treated by Iron Bridge facility is generated from within the City of Orlando, flows are contributed from other sources, including parts of Winter Park, Maitland, Casselberry and unincorporated portions of Orange and Seminole Counties. Over 70% of the daily wastewater flows generated within Winter Park's GWSA were treated at the Iron Bridge Facility in 2019⁵. Owned and operated by the City of Orlando, the plant is physically located in Seminole County, approximately six miles to the east of Winter Park. The primary lift station transmitting wastewater flows to Iron Bridge is owned and operated by South Seminole North Orange County Waste Water Transmission Authority.

The total permitted capacity of the Iron Bridge facility is 40 mgd. Permitted as a domestic wastewater facility, Iron Bridge operates as a physical, chemical, and biological sewage

treatment plant with reuse discharge to the Little Econlockhatchee River and to reclaimed water systems for irrigation.

The City's current contract with the City of Orlando stipulates that a maximum flow of 5.962 million gallons per can be transmitted to the Iron Bridge Regional Reclamation Facility. ~~According to the Winter Park Bond Issue Engineering Report (2004), improvements proposed to the Iron Bridge facility may provide additional committed capacity for Winter Park, if the facility is re-rated. The report did not indicate the amount of reserved capacity that will be available to the City's general wastewater service area. To maintain existing received capacity, the City must share in the costs associated with these proposed improvements. The estimated prorated share of the cost that Winter Park will incur is \$8,300,000.~~

2. **Conserv II Reclamation Facility.** Located on McLeod Road in southwest Orlando, the Conserv II WWTP treated about 13% of the wastewater generated within the GWSA in 2015. In addition to western portions of the City of Orlando, this plant, which is owned and operated by the City of Orlando, treats wastewater received from the West Sewer System of Winter Park's GWSA. Classified as a domestic wastewater treatment facility, the Conserv II plant has a permitted capacity of 25 mgd and operates as an activated sludge sewage treatment plant providing effluent to spray irrigation and freeze protection for orange groves in West Orange and Lake County.

The City's current contract with the City of Orlando stipulates that maximum flow of one million gallons per day can be transmitted to the Conserv II Reclamation Facility (i.e., McLeod Road Wastewater Treatment Plant).

3. **Regional Water Reclamation Facility (aka Swofford).** The Regional Water Reclamation Facility (RWRf) is owned and operated by the City of Altamonte Springs, located approximately three miles to the north in Seminole County. Designed and permitted as a domestic wastewater treatment facility, the RWRf is an AWT facility with discharge directed to the Little Wekiva River and to the City's "APRICOT" reuse system. In 2005, approximately 6.5% of the total wastewater flow within the GWSA received treatment at Altamonte Springs' RWRf.

With a permit capacity of ~~2512.5~~ mgd, the RWRf has ~~approximately 164-5.483~~ mgd of capacity available in 2016 for additional wastewater demand ~~when discounting capacity used for surface water augmentation and taking into consideration treatment capacity reserved under wholesale agreements with other cities.~~

The City's current contract with the City of Altamonte Springs stipulates that a maximum of 413,524 gallons per day of wastewater can be transmitted to the Regional Wastewater Reclamation Facility. The City of Winter Park and Altamonte Springs are working on a revision to the existing contract to account for additional wastewater flow generated by the Fairbanks Avenue gravity sewer and the development occurring in the Lee Road/SR17-92 area.

4. **Orange County Utilities.** Only a relatively small area within the City's East Sewer System receives treatment from Orange County Utilities. Several wholesale agreements have been established between the City and Orange County to serve pockets of development within the East

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System's service area. Table 4-5 summarizes the development served by Orange County Utilities and the general terms of the agreement.

All agreements were originally established with Florida Water Services, Inc., a private investor owned utility company. Orange County acquired Florida Water Services several years after the agreements were arranged.

Table 4-5
Development Served by Orange County Wastewater Utilities

Development	Land Use Type	Termination Date ¹	Service Volume (gallons per day)
Hunters Ridge Apartments	Residential	12/07/2008 n/a	61,250
University/Goldenrod Shopping Center	Commercial	4/12/2009 n/a	35,000
Laural Springs, Fontana, and Sutton Place Apts.	Residential	9/2008 n/a	80,000
Total			176,250

Source: Winter Park Utilities, ~~2016~~2003.

¹ All wholesale agreements include an automatic renewal ~~for five years after the termination date.~~

Current Wastewater Demand. In ~~2016~~2003, the City served approximately ~~8,477~~14,334 single-family, multi-family, and commercial sewer customers within the City limits, and approximately ~~9,076~~9,026 customers outside the City limits. According the Winter Park Bond Issue Report, 2004, nearly 25% of wastewater demand is generated from the ten customers listed in Table 4-6.

Table 4-6
Top Ten Sewer Customers by Volume

Customer ¹	Land Use Type	Volume ¹ (x1000 gallons)
Orange County 2Adventist (Florida Hospital)	Residential Institutional	83,741 34,659
Rollins College	Institutional	21,04134,596
Picerne Development Corp	Residential Commercial	61,82525,199
Equity Residential Apartments BRK Winter Park, LLP	Multi-family Residential	31,43723,593
Winter Park Hospital Sun Key Holdings, LLC	Institutional Multi-family Residential	26,12422,272

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Winter Park Towers Retirement Center	Institutional	20,692	18,686
Club at Winter park Hidden Oaks Condos	Residential	18,694	14,523
Bailey Appollo/Sutton Place ZMG Property Mgmt	Multi-family	20,225	14,582
Div, LLC	Residential		
Winter Park Town Center, LTD Azure Winter Park	Multi-family	16,687	14,439
Nob Hill Apartments Nespa Admin Svcs	Residential	14,249	13,395
	Commercial		
Total		335,666	215,944

¹ Source: Winter Park ~~Bond Issue Engineering Report, CH2M Hill.~~

² Customers served by Orange County Utilities, as shown in Table 4-5

Table 4-7 summarizes the historical wastewater flows entering treatment plants providing service to the Winter Park service area between 2009 and 2015. Based on annual average daily flows experienced in 2015⁰³ for the entire GWSA, the 14,503-service accounts generated a demand of 6.0995,399 mgd.

~~A review of historic wastewater flows from 1995 through 2003 indicates that flows experienced in 2003 were lower than that recorded in previous years. Lower flows in 2003 are a direct result of a regional drought occurring during that year. Lower rainfall cause groundwater levels to drop, resulting in a lower level of infiltration and inflow.~~

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**Table 4-7
Historic Wastewater Flows
Winter Park General Wastewater Service Area**

Year	Winter Park Estates ¹	Conserv II ²	Iron Bridge ²	RWRF ³	Orange County Utilities	Total Average Daily Flow
	(mdg)	(mdg)	(mdg)	(mdg)	(mdg)	(mdg)
2009+995	0.374419	0.688308	5.7074.585	0.247117	0.176⁵	7.0165.603
2010+996	.0374415	0.635525	5.6224.226	0.244089	0.176⁵	6.8725.431
2011+997	0.404.437	.40.676	.43.918	0.207106	0.176⁵	N/A5.313
2012+998	0.365388	.0594793	6.2463.941	0.244101	0.176⁵	7.4465.399
2013+999	0.359404	.0562790	5.4664.218	0.306105	0.176⁵	6.6935.693
2014000	0.424352	0.462491	5.0513.853	0.292144	0.176⁵	6.2295.016
2001+2015	0.316404	0.4790.526	4.8564.097	0.251196	0.176⁵	5.8935.399
2002	0.348	0.413	5.149	0.263	0.176⁵	6.173
2003	0.316	0.277	5.280	0.226	0.176⁵	6.099

Source: ~~Source:~~ Winter Park ~~Bond Issue Engineering Report, Table 2-9; CH2M Hill, 2004.~~

¹ Owned and operated by the City of Winter Park.

² Owned and operated by the City of Orlando.

³ Owned and operated by the City of Altamonte Springs.

⁴ Information not available because an Orlando computer problem occurred during that period.

⁵ Information not readily available. Flows represent insignificant portion of total flows. For analysis purposes, flows based on maximum capacities allowed under wholesale agreements with Orange County.

Future Wastewater Demands. Winter Park's GWSA covers a region within the Orlando metropolitan area that is urban in character and substantially developed. Vacant land comprises a very small portion of the service area. Within the nine square miles comprising Winter Park's corporate boundaries, vacant land represents ~~only approximately less than 20050~~ acres, less than five percent of its land area. While development of vacant land will create additional demands for wastewater services, redevelopment may likely result in additional wastewater demands where new development replaces existing buildings and uses with those having higher development intensities.

Wastewater flows generally have a direct relationship with potable water flows. This situation is not the case if stormwater is also processed through a wastewater system; however, this is not the case for Winter Park's wastewater service. Wastewater flows occur at volumes less than potable water flows, since irrigation demand makes up a significant portion of the City's potable water flow. Therefore, as water conservation measures are implemented in future years, the per capita demand for wastewater should decline at a rate less than that experienced for potable water demands.

A. **Projected Wastewater Flows.** Based on the Winter Park Bond Issue Engineering Report (2004), and most recent Consumptive Use Permit, wastewater demand is anticipated to increase at an average annual rate of approximately one half of one percent through 2025. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people. Wastewater flows anticipated from 2008 through 2028 are provided in Table 4-8. The flows for 2026 through 2028 are a straight line projection from the Engineering Report data. The projected flows represent future demand. Anticipated demand for future years is anticipated to

occur at an annual average daily rate of 145 gallons per person. This average is derived from system-wide flows that include wastewater collected from residential and non-residential land uses.

**Table 4-8
Future Wastewater Flows and Capacity Needs**

Year	GWSA Population	Average Annual Daily Flow (mgd)	2000 System Design Capacity (mgd)	Capacity Surplus (Needs) (mgd)
2010 08	43,760 61,819	6.3	8.3	2.0
2016 13	44,800 67,256	6.5	8.3	1.8
2021 18	45,160 72,847	6.5	8.3	1.8
2027 2023	78,598 46,480	6.56 7	8.38 3	1.81 6
2028	48,280	7.0	8.3	1.3

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021. Winter Park Bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

- B. Wastewater Demand by Sub-area.** Winter Park's general wastewater service area covers its entire incorporated area as well as adjacent unincorporated areas. Within the wastewater service boundaries, total annual wastewater flows are generated from outside the City are slightly higher than those generated from within the City's incorporated boundaries. Table 4-9 summarizes wastewater flows for the three-year period from fiscal year 2001 to 2003.

**Table 4-9
Wastewater Flows by Jurisdictional Area**

Sub-area	FY 20 13 01	FY 20 14 02	FY 20 15 03
Total Flows (x 1000)			
Inside City	1,034,821 958,266	1,009,712 966,853	976,143 968,105
Outside City	1,059,422 859,372	975,981 829,233	980,457 859,201
Percent of Total Flows (x 1000)			
Inside City	49.4 52.7%	53 0.8%	49.9 53.0%
Outside City	50.6 47.3%	46 9.2%	50.1 47.0%

Source: Winter Park Bond Issue Engineering Report, 2004.

- C. Capacity Needs.** Based on anticipated demand for wastewater flows projected, sufficient capacity is available on a system-wide basis through year 2028. The re-rating of the Iron Bridges WRF may provide the additional capacity.
- D. Level of Service.** The Level of Service (LOS) standard has been set at an annual average daily rate of 139 gallons per capita. The level of service is based on total flows for the general wastewater service area and service area population.

Onsite Sanitary Sewer Systems

While most development within the City of Winter Park receives wastewater service from the City's central sewer system, some development and areas of the City use onsite septic tanks. The primary land use served by septic tanks is single-family residential homes. Areas within the City served by septic tanks area illustrated on Map [PFE-4-01](#). Areas served by septic tanks that are located outside the City's corporate boundaries but within the GWSA are not inventoried and analyzed within this element.

Land Use Served by Septic Tanks. Less than 100 single family homes within the City are served by septic tanks. A majority of the homes served by septic tanks are located on the north or northeast side of the City. A small number of commercial businesses are saved by septic tanks. These are concentrated primarily along Lee Road and Fairbanks Avenue. ~~Gravity sewer has been extended on Fairbanks Avenue between SR 17-92 and I-4, and is available for commercial businesses currently served by septic tanks. A small diameter force main has been constructed along portions of Lee Road, between SR 17-92 and I-4 on the south side of the road, and is also available for connection by commercial businesses. A gravity sewer is being planned for portions of Fairbanks Avenue that are currently served by septic tanks. That project is expected to be completed by 2010.~~

~~The City is evaluating options for lower cost alternatives to extending gravity sewer into areas served by septic tanks. Small diameter low-pressure systems may be an attractive option that makes use of the customer's existing septic tank, and uses small diameter pipe that can be drilled in rather than the standard costly and difficult open cut gravity systems. The availability of State and Federal grant funding or cost sharing will be researched to further reduce the cost to customers.~~

Soil Compatibility. Acceptable operation of septic systems requires soil types suitable for dissipating overflow and seepage percolating from the underground tank. Soils that drain poorly or that function poorly as filters will cause effluent concentrations to exceed levels considered acceptable by the Orange County Health Department. However, most areas of the City are served by a centralized wastewater system, thus reducing potential of incompatibility between septic tanks use and soil types. Among the soils types indigenous to the Winter Park, the most common soils covering the City are those classified by the U.S. Soil Conservation Service (SCS) as urban land and Candler urban complex. Urban land typically is assigned by the SCS to lands served by centralized sewer systems. Candler urban complex has only slight limitation for use for septic tank absorption and in most cases is suitable for septic tank use. Several soil associates are present that do have moderate or severe limitations for septic tank use according to the SCS. Table 4-10 lists those soil associations that have a low and moderate potential for septic tank use.

A comparison of the soil associations (Map [4-7 CE-5-02](#)) with locations where septic tanks are used (Map [PFE-4-01](#)) indicates that most homes are located in areas where Candler-Urban soils occur. Seven homes served by septic tanks are located on parcels abutting lakes or a canal. Based on a comparison of the general location of the parcels identified on Map [PFE-4-01](#) with the Soil Associations Map, some homes are located on soil types listed in Table 4-10 that are not suitable for septic tank use.

Table 4-10
Generalized Soil Potential for Septic Tanks

Potential	Description	General Soil Association	Soil #
-----------	-------------	--------------------------	--------

Low	Serious limitations due to wetness/flooding, slope, and poor filtration resulting in poor performance of septic systems. Higher costs associated with overcoming limitations.	Basinger: Nearly level and very poorly drained. Typically found in shallow depressions and sloughs.	3
		Hontoon: Nearly level and very poorly drained.	19
		Smyrna urban complex: Nearly level and poorly drained.	45
		Pomello urban complex: Nearly level to gently sloping and moderately well drained and of areas of urban land.	35
		Ona urban complex: Nearly level and poorly drained and areas of urban land.	27
		Zolfo urban complex: Nearly level and somewhat poorly drained and areas of urban land. Found in areas characteristic of flatwoods at one time.	55
Medium	Moderate limitations due to wetness. Limitations can be overcome; however, if wetness persists, maintaining the septic system can be costly.	Millhopper urban complex: Nearly level to gently sloping and moderately well drained. Typically found in upland areas.	24
		Taveres urban complex: Nearly level to gently sloping and moderately well drained. Typically found on low ridges and knolls in the flatwoods.	48

Source: Soil Survey for Orange County, U.S. Soil Conservation Service; August, 1989.

Regulatory Analysis. Installation and operation of onsite septic tank systems must comply with state standards. Standards for septic tank systems and other onsite sewage treatment and disposal systems are set forth in Section 381.0065, Florida Statutes (FS) and Chapter 64E-6, Florida Administrative Code (F.A.C.). The Florida Department of Health, Onsite Sewage Program, locally enforces these state standards through its County Health Departments. For development using septic tanks in Winter Park, permits must be obtained from the Orange County Health Department.

For development proposing to use septic tanks, the City of Winter Park requires building permit applicants to obtain all necessary septic tank permits from the Orange County Health Department prior to the City issuing any permits that allow site construction to proceed. When code enforcement issues are raised by the septic tank performance, the City also coordinates concerns with the Health Department.

Impact of Wastewater Facilities on Adjacent Natural Environment. Based on review of FDEP records and contact with the Orange County Health Department, an agency of the Florida Department of Health, no substantial impacts to the natural environment have occurred in recent years as a result of failures in sanitary sewer systems. The City has also contracted several lake water quality studies that support the findings of the State regarding no significant adverse impact to surface water from septic systems. Malfunctions to system operations have occurred, but such situations were corrected. Coordination and communication with FDEP occurred when appropriate and applicable.

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A. Centralized Wastewater System. The City is responsible for the operation and maintenance of nearly all of the wastewater collection system within the general wastewater service area and for the Winter Park Estates Wastewater Reclamation Plant. As explained above, malfunctions within the collection and treatment systems occur on occasion. Some malfunctions result in the overflow of effluent. When such spillage occurs within Winter Park's treatment and collection system, the

City's Utilities Department submits a Sewer Overflow Report to the FDEP. Within these reports the City indicates the extent of the spillage, remedial actions implemented to repair the system, and methods used, if necessary, to remove or alleviate spillage.

FDEP investigates malfunctions based on the severity of a case or the frequency in system failures. Also, FDEP evaluates the history of a system's malfunctions as part of its review of the five-year permit renewal. A general review of FDEP records did not identify any substantial impacts to adjacent natural environments as a result of system malfunctions. FDEP will conduct an extensive analysis of the Winter Park's collection and treatment system during the review of the City's application to renew its domestic wastewater permit. As part of this review, FDEP will evaluate the wastewater system's historical performance and determine whether improvements are necessary to continue compliance with FDEP standards.

- B. **Septic Tanks Systems.** Based on a telephone contact with the Orange County Health Department, no known areas within the City are experience abnormal frequencies in septic tank failures.

POTABLE WATER SUBELEMENT

Introduction

The City owns and operates a potable water system that serves customers within its corporate limits as well as adjacent unincorporated areas. Covering a service area identical to that for the City's wastewater system, the potable water system combined with the wastewater system forms a single unified and contiguous utility service area. Approximately 75% to 80% of the utility service area is served by this water system. The remainder of the utility service area receives water from individual wells serving the Winter Park Golf Course and the Lake Island Irrigation System. The population served by the water system was approximately ~~68,000 in 2003~~ 67,256 in 2016.

The City's water system serves retail customer groups both inside and in the contiguous areas outside the City limits. All water capacity is distributed on a retail basis. While the City provides water capacity to Orange County Utilities, water capacity is reserved under a retail agreement. The City does not have any wholesale water agreements with any of its water customers or with other utility providers. The City does have an emergency interconnect with Orange County that is only used on an emergency basis and is not used as a source of water for the City.

The overall system consists of ~~eight-six~~ active raw water wells that draw from the Floridan aquifer to service ~~four-three~~ interconnected water treatment plants. The City also has 2 standby wells and one storage/repump facility. The City is currently making improvements to all of its water treatment facilities. When these improvements are completed, the total combined design capacity of the City's treatment plants will be 28.8 mgd while the City is allowed to withdraw 12.7 mgd average from the lower Floridan aquifer in 2025. The consumptive use permit from the St. Johns River Water Management District (SRJWMD) does not cover the planning period from 2026 to 2028. The City will apply for a renewal of the consumptive use permit prior to that time. Total water flows averaged ~~11.4~~ 10.0 mgd average in 2015. All new development within the water service area is required to connect to the City's water system.

Service Area

Winter Park's potable water system covers 22 contiguous square miles. Approximately 40% of the service area -- representing approximately 9 square miles -- lies within the City's corporate limits. The remaining 13 square miles is located within unincorporated Orange County adjacent to the City. All potable water used within the service area is treated by Winter Park's treatment plants. Groundwater wells at the Winter Park Golf Course and proposed at ~~Martin Luther King-Lake Island Estates~~ Park are for irrigation use only.

Population served by the water service system was approximately ~~68,000~~ 67,256 in year 2016~~03~~ with approximately ~~26,000~~ 29,308 of this total representing population residing inside Winter Park's city limits. Approximately 57~~62~~% of the population served by the City's water system is located outside city limits while 43~~38~~% reside within Winter Park.

Raw Water Supply

All potable water used within the Winter Park water service area is withdrawn from the Lower Floridan aquifer, a groundwater source lying at a depth of as much as 1,300 feet below surface. No surface water is treated as a source of potable water at this time. Groundwater from the Lower Floridan aquifer is primarily used as potable water for public consumption and landscape irrigation. More information describing the Floridan aquifer is provided under the subsection addressing natural groundwater recharge.

Potable Water Source. Any use of groundwater from the Floridan aquifer requires approval from the SJRWMD. One of five regional water management districts established by the Florida legislature, the SJRWMD responsibility is to ensure the sustainable use and protection of water resources for the benefit of the people residing within the District as well as the state of Florida. Withdrawal of groundwater from the Floridan aquifer requires a consumptive use permit issued by the SJRWMD. Such permit establishes a maximum amount of groundwater that can be withdrawn.

As set forth within three consumptive use permits issued to Winter Park, the City is authorized to withdraw up to 4.68 billion gallons per year from the aquifer. Nearly all the permitted groundwater capacity is allocated to the City's potable water system with less than one percent assigned for irrigation at individual wells at Winter Park Golf Course and ~~Martin Luther King~~~~Lake Island Estates~~ Park. A summary of the maximum groundwater withdrawals allowed under consumptive use permits issued to the City is provide in Table 4-11.

Table 4-11
Maximum Permitted Withdrawal from the Floridan Aquifer

User	CUP ¹ Permit Number	Permit Expiration Date	Max Yearly Permitted Withdrawal (mg)	Ave Daily Permitted Withdrawal (mg)	Use	Area Served
Winter Park Water System	7624	October 12, 2025	4,635.5	12.7	public supply	22 square miles
Winter Park Golf Course	3394	20 years from date of issuance ²	45.000	n/a	golf course and common area irrigation	38.0 acres
MLK Park Lake Island Irrigation System	60174	October 6, 2019.	0.951	n/a	irrigation for urban landscape	18.60 acres
Total Permitted Aquifer Withdrawals	n/a	n/a	4681.451	n/a	n/a	n/a

¹ CUP – Consumptive Use Permit.

² Permit under review for renewal as of February 2003.

Source: SJRWMD Consumptive Use Permit Applications, October 2002.

Groundwater Reliability. Based on an analysis of future water demands and available groundwater supplies for east-central Florida, the SJRWMD has estimated that groundwater supplies cannot meet quantities necessary to serve population levels anticipated for year 2020. In April 2000, the SJRWMD adopted its first long-term water supply plan. For the east-central Florida region of the District's jurisdictional area, the water plan identifies areas that likely will not be able to meet water supply needs from groundwater sources without creating adverse impacts to this resource and associated natural systems. Winter Park lies at the geographic center of the SJRWMD's east-central Florida sub-area,

which extends from the southern end of Flagler County to the Brevard County's southern boundary and westward to the eastern perimeter of Sumter County.

- A. **Groundwater Quantity.** The SJRWMD has classified those areas within east-central Florida that may not be able to meet water supply needs from groundwater sources as "priority water resource caution area" (PWRCA). According to the SJRWMD's Water Supply Plan, a substantial portion of the east-central Florida area has been designated as a PWRCA. Winter Park lies within the PWRCA's boundary.

Competition for water within east-central Florida is anticipated to increase as regional population continues to grow. Population growth within the City will likely average annual rates lower than anticipated for the region. However, the availability of groundwater supplies is a regional issue. According to the SJRWMD, seventy-eight public supply utilities serve the region, and most prefer long-term use of the Florida aquifer to meet water demands generated by their customers. To address regional water supply needs, the SJRWMD initiated the East-central Florida water supply initiative. Its primary purpose is to facilitate intergovernmental participation as part of an effort to identify potential solutions to meeting future water needs.

Pursuant to Senate Bills 360 and 444, the City will be required to incorporate traditional and alternative water supply projects selected from the SJRWMD District Water Supply Plan or proposed by the City, reuse and conservation projects, and a ~~ten-year~~ ten-year water supply facilities work plan for building public, private, and regional water supply facilities which are necessary to meet water needs. The City's water supply facilities work plan is incorporated into this plan.

- B. **Groundwater Quality.** Water quality within the Floridan aquifer system is considered good, with only the removal of hydrogen sulfide and chlorination required for primary treatment. While eastern areas of east-central Florida experience saltwater intrusion within groundwater, Winter Park is further inland in an area where groundwater has not yet been adversely affected from saltwater encroachment.

- C. **Potable Water Wells.** Eight wells, of which six are currently operational, are located throughout the 22 square mile water service area. Extending to depths of 1200 to 1,355 feet into the Florida aquifer, wells 16 inches to 20 inches in diameter pump approximately 3,000 gallons per minute (gpm) to 4,000 gpm to one of ~~four~~ three water treatment plants. Well locations are illustrated on Map PFE-4-02. A summary of each well serving the public water system is provided in Table 4-12. The wells located on Swoope Avenue are located within the City while the other well sites are located within unincorporated areas of the City's water service area. The two irrigation wells located at Lake Island Estates Park and at Winter Park Golf Course do not appear in Table 4-12.

Table 4-12
Summary of Raw Water Wells Serving Public Water System

Well Location	Year of Construction	Casing Diameter	Casing Depth	Total Depth	Pump Rate
		(in)	(ft)	(ft)	(gpm)
Magnolia Ave 6	1957	16	1148	1315	3500
Magnolia Ave 11	1993	16	950	1355	3000
Swoope Ave 10	1990	16	920	1330	4000
Swoope Ave 12	2003	20	1120	1200	4000
Aloma Ave 13	2004	20	930	1350	4000
Aloma Ave 14	2004	20	930	1350	4000
Wymore Rd 5*	1955	16	1160	1275	3500
Wymore Rd 9*	1990	16	1010	1300	3000

Source: Winter Park Bond Issue Engineering Report, 2004. *The Wymore Road wells have been out of service and will be placed into standby operation and only used in case of emergency.

Water Treatment Facilities

Currently, raw water pumped from the six wells is transmitted to and treated at one of the four interconnected water treatment plants. The location of each of these water treatment facilities is shown in Map [PFE-4-05](#).

The original four water treatment facilities serving the system were the Swoope Avenue Water Treatment Plant, Wymore Road Water Treatment Plant, Magnolia Avenue Water Treatment Plant and the University Boulevard Water Treatment Plant. All but the Swoope Avenue facility are located within unincorporated areas of the City's water service area. Each plant includes onsite storage tanks as well as associated high service pumps to transmit treated water into the distribution system. All four plants have onsite emergency power generation capability. Table 4-13 provides a summary of the design capacity and facilities associated with each treatment plant.

The City ~~has recently completed~~~~is in currently implementing~~ improvements to all of its water treatment facilities. ~~Prior to these improvements, primary treatment at the plants consisted of aeration for taste and odor removal, chlorination for disinfection, and fluoridation for the promotion of dental care in children.~~ The new Swoope Ave WTP completed in 2004 uses ozone for removal of H₂S and disinfection. The Magnolia WTP ozone improvements were completed in late 2006. The new Aloma WTP, which also uses ozone, was completed in late 2006 as well. The Aloma WTP replaced the University WTP. The Wymore WTP will be converted to a repump facility in 2008. The Swoope WTP has been increased in capacity to also serve the Wymore service area and the wells at the Wymore WTP will be placed into standby operation and will only be used in case of an emergency. At all the plants, the pH of the water is adjusted with sodium hydroxide to prevent corrosion of piping with the distribution system.

Table 4-13
Design Capacities for Water Treatment Plants and Associated Facilities

Plant	1 st Year of Operation	Treatment Capacity (mgd)	Connected Wells	Total Well Capacity (mgd)	Onsite Storage (mg)	Service Pumps	Service Pump Capacity (mgd)
Swoope Ave	2004	11.4	2	11.5	1.9	4	16.4
Wymore Rd*	1955	0.0	2*	9.4	2.3	4	10.8
Magnolia Ave	1957	7.4	2	9.4	1.5	4	16.4
Aloma	2007	10.0	2	11.5	1.9	4	18.9
Total		28.8	6	32.4	7.6	16	62.5

Source: Winter Park Bond Issue Engineering Report, 2004.

* The Wymore plant is used to maintain pressure in the system but will not contribute to system capacity.

Regulatory Analysis and Performance. Quality of drinking water must comply with standards established by the U.S. Environmental Protection Agency and by the Florida Department of Environmental Protection. All public water systems are required to periodically test water served to the public for contamination.

The Safe Drinking Water Act, which was enacted by Congress in 1974, authorizes the U.S. Environmental Protection Agency (EPA) to establish water quality standards that will ensure safe drinking water for the public. The Florida Legislature enacted a similar "Safe Drinking Water Act" which is contained in Sections 403.850 - 403.864, Florida Statutes. This statute authorizes the Florida Department of Environmental Protection (FDEP) to formulate and enforce rules pertaining to drinking water. FDEP's rules follow the national primary and secondary drinking water standards of the federal government. Additional rules were also created by FDEP to fulfill environmental goals identified by the state. Florida's water quality standards and monitoring requirements are contained in Chapters 62-550, 62-555, and 62-560, Florida Administrative Code (F.A.C.).

The City is required to monitor drinking water for concentrations of regulated and unregulated compounds to determine if they meet standards established by FDEP and the Safe Drinking Water Act. According to the City's Water Quality Report for year 2015~~04~~⁰⁴, the Winter Park water system is monitored 8 hours a day, 5 days a week, by state certified water treatment plant operators and via SCADA at other times. Operators test the water daily to ensure that state and federal water quality regulations are being met. In 2015~~04~~⁰⁴, certified laboratories performed approximately 3,000 analyses on water samples taken throughout the City's water system. As required by a 1996 amendment to the Safe Drinking Water Act, a report must be prepared annually by all drinking water utilities to disclose results of their water monitoring program. The City's annual water quality report is made available to the public and is also posted on the City's internet site.

Ongoing System Improvements. The City is evaluating several cost saving/sustainability projects to reduce power and chemical use at the water treatment facilities. Projects being evaluated include local solar panel arrays, changes to the ozone contact methodology, and emergency generator heat pump block heaters. These evaluations are in the early stages but the technology looks promising pending the results of our return on investment analysis.

The City's oldest WPT, the Swoope Avenue WTP, has been replaced with a new, state of the art facility located across the railroad tracks at the intersection of Swoope and Virginia Avenue. The old facility has

~~been demolished with the exception of one production well, which has been renovated. The Phase I improvements to the Magnolia Avenue WTP have also been completed. These improvements are associated with reliability and redundancy. Phase II incorporated ozone treatment. The gaseous chlorine systems have been replaced with more safe and effective sodium hypochlorite systems. Other improvements made in recent years include replacement or repair of ground storage tanks, new well pumps, and other typical maintenance activities.~~

~~As part of the Winter Park Bond Issue Engineering Report (Bond Issue Report) prepared in 2002, the City developed a long term water system improvement program to address repair, replacement and new infrastructure to improve and enhance the reliability and redundancy of the water system and to meet potential new federal and state water quality standards. The water system improvement plan also identified improvements that improved overall taste and odor. Proposed improvements to the system were implemented in two phases and are described below as appearing in the Bond Issue Report.~~

~~**A. Summary of Water System Improvements Program.** The City of Winter Park's two-phased Water System Improvements Program (WSIP) focuses on reliability and redundancy in Phase I and future regulations and water aesthetics in Phase 2. The Water System Improvements Program was endorsed by the City Commission of February 13, 2001. At the same time, the Commission authorized the City's Public Works Department staff to move forward with implementation of the first phase of the WSIP.~~

~~**B. Phase 1 Improvements.** The first phase focuses on improvements necessary to improve the reliability and redundancy with the water system. Phase 1 commenced in 2001 and was completed in 2004. Totaling 20 million dollars, Phase 1 improvements were funded from 2002 Water and Sewer Bonds and impact fees. Work completed: Phase 1 was the first phase of the Magnolia Ave WTP, Phase 1 and 2 of Swoope Ave WTP, and underground electrical and surge protection for all 4 WTP sites.~~

~~**C. Phase 2 Improvements.** To meet new state and federal water quality regulations and to improve the taste and odor of drinking water, improvements will be necessary at water treatment plants. The second phase commenced in 2004. The funding sources include the 2004 W & S bond issue and water utility revenues. Work consisted of the new Aloma WTP, O3 addition at Magnolia WTP, modification of the Wymore WTP, and abandonment of the University WTP.~~

Water Distribution System

In 2004, the water distribution system covering the 22 square mile service area consisted of ~~56050~~ miles of water distribution lines, ~~1,837252~~ fire hydrants, and associated valves and appurtenances. To maintain acceptable flow rates within the distribution system, pressure is maintained from the use of six service pumps and five ground level storage tanks. Distribution lines receive water flow from primary mains that extend varying distance from each of the ~~four-three~~ treatment plans. Extending 40.5 miles in total combined length, primary mains range in diameter from 12 to 36 inches. Water flow is monitored by over ~~24,3603,700~~ service meters at customer sites. Table 4-14 provides an inventory of the City's water distribution system by pipe diameter.

Table 4-14
Inventory of Winter Park Distribution System

Diameter (inches)	6-8	10-12	16	20	24	30	36-60
Length (feet)	918,400	202,550	30,800	510	5,430	220	60
Length (miles)	173	38.5	5.8	0.1	1.0	0.04	0.01

Source: Winter Park Bond Issue Engineering Report, 2004.

Water Demand and Available Capacities

Water demand analysis was performed as part of the Bond Issue Engineering Report prepared in 2004. Most information and text presented below originates from this report.

Current Water Demands. In ~~201503~~, the average daily flow for the entire Winter Park water system was 10.06 mgd. ~~Prior to 2001 plant flows were estimated using inaccurate tank drawdown and rated pumping techniques.~~ The top ten water users within the water service represent approximately 10% of the total annual demand for water. Table 4-15 lists the historic water flows for the Winter Park water system from ~~2009+995~~ to ~~201503~~. The top ten water users for year ~~201503~~ are listed in Table 4-16.

Table 4-15
Historic Water Flows

Year	Water Treatment Plant				Average Daily Demand
	Swoope Ave	Wymore Ave	Magnolia Ave	University/Aloma Blvd Ave	
	Flow (mgd)	Flow (mgd)	Flow (mgd)	Flow (mgd)	Flow (mgd)
2009+995	5.31.9	1.7	3.51.8	4.74.8	10.310.6
2010+996	4.92.2	1.7	3.21.8	4.09	10.639.7
2011+997	4.12.2	1.7	2.71.8	3.04.8	10.679.8
2012+998	4.12.4	1.9	2.72.3	3.05.1	11.799.8
2013+999	4.02.5	1.8	2.62.4	3.15.2	11.799.8
2014+2000	3.92	1.9	2.73.3	3.24.8	13.159.7
2015+2001	4.02.7	1.6	2.83.3	3.29	11.410.0
2002	2.6	1.5	4.2	4.2	10.9
2003	2.5	1.6	2.8	3.9	10.6

Source: Winter Park bond Issue Engineering Report, 2004.

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Table 4-16
201503 Top Ten Water Users

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<u>User/Customer</u>	<u>Land Use Type</u>	<u>Annual Water Usage for Year 2000</u> (x1000 gallons)
<u>Rollins College Orange County</u>	<u>Residential/Institutional</u>	<u>84,79739,398</u>
<u>Rollins College Orange County</u>	<u>Institutional</u>	<u>35,04234,373</u>
<u>Picorne Development Adventist (Florida Hospital)</u>	<u>Commercial/Institutional</u>	<u>61,82531,900</u>
<u>Equity Residential Apartments BRK Winter Park LLP</u>	<u>Multi-family Residential</u>	<u>31,43723,618</u>
<u>Winter Park Hospital Sun Key Holdings LLC</u>	<u>Multi-family Residential/Institutional</u>	<u>33,70322,272</u>
<u>Winter park Towers Retirement Center</u>	<u>Institutional</u>	<u>22,43519,794</u>
<u>Club at Winter Park Picorne Development Corp</u>	<u>Commercial/Multi-family Residential</u>	<u>18,69418,466</u>
<u>Winter Park Town Center, LTD Bailey</u>	<u>Multi-family Residential/Institutional</u>	<u>20,22516,762</u>
<u>Appollo/Sutton Place</u>	<u>Residential/Institutional</u>	<u>55,92414,954</u>
<u>City of Winter Park Hidden Oaks Condo</u>	<u>Institutional/Residential</u>	<u>47,02314,511</u>
<u>Winter Park Town Center, LTD ZMG</u>	<u>Commercial/Multi-family Residential</u>	<u>47,02314,511</u>
<u>Property Mgmt Div, LLC</u>	<u>Residential</u>	

Source: Winter Park Bond Issue Engineering Report, 2004.

A. Current Available Capacity. The Winter Park water system currently has sufficient capacity from groundwater sources, treatment plants, and the delivery system (i.e., service pumps) to meet water demands generated from customers inside and outside the city limits.

The volume of groundwater available to the water system is limited by the levels established in the consumptive use permit issued by the SJRWMD. Current groundwater allocation is limited to 12.7 mgd by the SJRWMD in 2025. The consumptive use permit does not cover the planning period from 2026 to 2028. The City will apply for a renewal of the consumptive use permit prior to that time. Table 4-17 lists available capacity in groundwater supplies based on groundwater allocations authorized by the SJRWMD and year 2008 thru 2025 demands.

Table 4-17
Current Available Capacity from Groundwater Sources

<u>Year</u>	<u>Permitted Groundwater Withdrawal¹</u>	<u>Average Daily Demand</u>	
		<u>Average Daily Flow²</u>	<u>Available Capacity</u>
	(mgd)	(mgd)	(mgd)
2008	11.9	11.2	0.7
2013	12.0	11.4	0.6

2018	12.2	11.4	0.8
2023	12.7	11.7	1.0
2025	12.7	11.9	0.8

Average annual daily groundwater withdrawal allowed by Consumptive Use Permit No. 7624, as issued by the SJRWMD.

² Source: Winter Park Bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

Once groundwater is pumped from the Floridan aquifer, the treatment system must have the capacity to treat water volumes sufficient to meet customer demands. Customer demands are measured based on an average daily needs and maximum daily flow. The treatment systems at the four treatment plants have a combined treatment capacity to meet the average daily and maximum daily flows demanded by water system customers. Table 4-18 summarizes available treatment capacities for average daily demands.

Table 4-18
Current Available Capacity for System-wide Treatment Facilities

Year	Design Capacity	Average Daily Demand		Maximum Daily Demand	
		Average Daily Flow ¹	Available Capacity	Maximum Daily Flow ²	Available Capacity
	(mgd)	(mgd)	(mgd)	(mgd)	(mgd)
2008	28.8	11.2	17.6	20.2	8.6
2013	28.8	11.4	17.4	20.5	8.3
2018	28.8	11.4	17.4	20.5	8.3
2023	28.8	11.7	17.1	21.1	7.7
2028	28.8	12.2	16.6	22.0	6.8

Source: Winter Park bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

² Based on a peaking factor of 1.8.

Once groundwater is treated, the water system must have the ability to pump sufficient water volumes to the customer. The water system must have a delivery system with sufficient capacity to meet water demands. Table 4-19 demonstrates that the water system has sufficient available capacity in service pumps to meet average daily and maximum daily demands.

Table 4-19
Current Available Capacity for Service Pumps
(Delivery System Capacity)

Year	Design Capacity	Average Daily Demand		Maximum Daily Demand	
		Average Daily Flow ¹	Available Capacity	Maximum Daily Flow ²	Available Capacity
	(mgd)	(mgd)	(mgd)	(mgd)	(mgd)
2007	62.5	11.2	51.3	20.2	42.3

2013	62.5	11.4	51.1	20.5	42.0
2018	62.5	11.4	51.1	20.5	42.0
2023	62.5	11.7	50.8	21.1	41.4
2028	62.5	12.2	50.3	22.0	40.5

¹ Source: Winter Park Bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

² Based on a peaking factor of 1.8.

B. Customer Distribution by Account Classification. The City classifies its water customers into four major classes: commercial (CM), multi-unit (ML), public authority (PA), and residential (RS). Commercial customers are composed of businesses as well as commercial operations such as developers and builders. Multi-unit customers include duplexes, townhouses, and apartment complexes. Public authority customers include all government offices as well as schools and other municipal facilities. The residential customer class is composed of single family residential dwellings. Each water customer class is further divided into potable water and irrigation accounts.

The distribution of customer types according to the four account classifications described above are shown in Table 4-20 by sub-area and Figure 4-1 for the water service area. The water service area is divided according to customers located within the city limits and those located outside city limits in unincorporated Orange County. Based on a comparison of sub-area customer accounts for customers inside and outside the city limits, distribution in account types experienced outside city limits is similar to that inside the City. ~~For example, residential accounts share a similar proportion of sub-area totals – 82.2% versus 83.2%.~~

Figure 4-1 illustrates the proportional distribution of water service accounts by classifications. For the water service area, including areas inside and outside the city limits, residential accounts represent a substantial portion of the water accounts.

Table 4-20
Distribution of Water Service Accounts
by Customer Classification

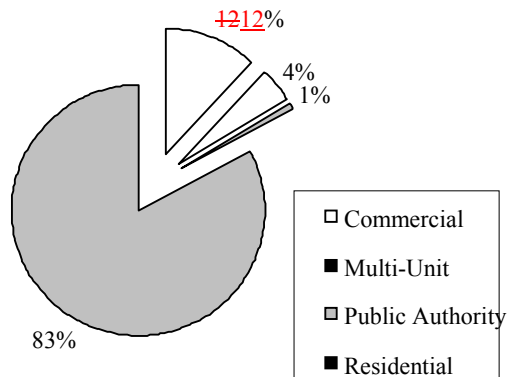
Sub-area	Water Service – Customer Class	FY 201503	Percent of Sub- area	Percent of Total Service Area
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Inside City	Commercial	1,383 <u>1,747</u>	13.22 <u>0</u> %	7.46 <u>1</u> %
	Multi-Unit	385 <u>337</u>	3.32 <u>6</u> %	1.47 <u>0</u> %
	Public Authority	245 <u>223</u>	1.79 <u>0</u> %	1.00 <u>9</u> %
	Residential	9,558 <u>10,840</u>	82.58 <u>0</u> %	46.22 <u>1</u> %
	Sub-total	11,541 <u>13,147</u>	100.0%	56.00 <u>8</u> %
Outside City	Commercial	1,373 <u>1,150</u>	11.12 <u>3</u> %	4.96 <u>1</u> %
	Multi-Unit	58 <u>48</u>	5.73 <u>0</u> %	2.56 <u>0</u> %
	Public Authority	40 <u>61</u>	0.64 <u>0</u> %	0.22 <u>0</u> %
	Residential	9,140 <u>8,540</u>	82.60 <u>0</u> %	36.44 <u>0</u> %
	Sub-total	10,335 <u>1,141</u>	100.0%	44.09 <u>2</u> %
Total Service Area		23,482 <u>2,682</u>	n/a	100.0%

Source: Winter Park Bond Issue Engineering Report, 2004.

Figure 4-1

**Water Accounts by Customer Type
Year 2004**



- C. **Water Flow Demands by Service Area Location.** Winter Park's water service area covers its entire incorporated boundaries as well as adjacent unincorporated areas of Orange County. Based on water flow records for water service area during the three-year period from 2013 to 2015, water flow inside the city limits was slightly higher than that demand outside the city limits. Table 4-21 separates annual water flow according to water demand from inside and outside Winter Park's incorporated boundaries. Between 2013 and 2015, the incorporated area of the water service area consumed 59.72% to 60.754% of the service area's water flows. An increase in the proportion of water consumed within the incorporated area may be attributed to annexation of unincorporated areas located within Winter Park's water service area.

Figure 4-2 illustrates the share of annual water flow distributed to areas inside and outside Winter Park's city limits. Water flows inside the City occurred at high levels than outside the City.

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Table 4-21
Water Flow Volumes by History and Distribution

Sub-area	FY 20 1301	FY 20 1402	FY 20 1503
Total Flows (x 1000)			
Inside City	2,113,541 133,689	2,031,403 1,994,386	2,024,193 2,093,368
Outside City	1,854,837 1,370,977	1,851,881 1,353,734	1,729,814 1,364,912
Percent of Total Flows (x 1000)			
Inside City	60.7 52.5 %	52.3 59.6 %	53.9 60.5 %
Outside City	39.3 46.5 %	40.4 47.7 %	46.1 39.5 %

~~Source: Winter Park Bond Issue Engineering Report, 2002.~~

Future Water Demands. ~~Water demand projections for Winter Park's water service area were performed in the Winter Park Bond Issue Engineering Report (2004).~~ Methodology used to project future water flow is based on historical trend in both customer base and water production rates. Water demands were development using a per capita demand of 163 gallons per day. For projection of peak conditions, a maximum day demand to average day demand ratio of 1.8 was applied.

Table 4-22 summarizes the projected average daily flow projected for the water system while Table 4-23 identifies anticipated available or deficient capacities through year 2025. The consumptive use permit does not cover the planning period from 2026 to 2028. The City will apply for a renewal of the consumptive use permit prior to that time. In 2005, the groundwater allocation authorized by the SJRWMD was capped at 12.7 mgd average in 2025.

Table 4-22
Future Water System Demands:
Projected Average Daily Flow

Year	Service Area Population	Swoope Ave	Wymore Rd	Magnolia Ave	Aloma	Total Demand
2008 2010	68,795 61,819	4.3	NA	2.9	4.0	11.2
2013 2016	69,659 67,256	4.3	NA	3.0	4.1	11.4
2018 2021	70,067 72,847	4.3	NA	3.0	4.1	11.4
2027	78,598	4.4	NA	3.1	4.2	11.7

Source: Winter Park Bond Issue Engineering Report, 2004. The population projections for the service area within the City were adjusted to reflect the changing market conditions in 2008. The projections for 2018 were reduced by 1,000, 2023 by 2,000, and 2028 by 3,000 people.

Table 4-23
Available Capacity for Future Water Demands

Year	Projected Demand (mgd)	Treatment Design Capacity (mgd)	Available Treatment Capacity (mgd)	SJRWMD Groundwater Supply ¹ (mgd)	Available Supply Capacity (mgd)
2008	11.2	28.8	17.6	11.9	0.7
2013	11.4	28.8	17.4	12.0	0.6
2018	11.4	28.8	17.4	12.2	0.8
2023	11.7	28.8	17.1	12.7	1.0
2028	12.2	28.8	16.6	12.7	0.5

¹ Groundwater supply based on average daily allocation granted by the SJRWMD consumptive use permit.

Water Conservation and Reuse Practices and Regulations. The following conservation and reuse practices and regulations are utilized by the City of Winter Park:

1. Operated as a complete mix/extended aeration treatment facility with chemical addition and tertiary filtration, the Winter Park Estates Water Reclamation Facility has a design capacity for ~~1.10-750~~ million gallons per day (MGD) but is limited to processing .615 MGD at this time due to the capacity of currently available spray sites. Future planned expansion of reuse into residential neighborhoods will increase the disposal capacity for reclaimed water. because of a lack of available onsite storage capacity and a scarcity of eligible sites for reuse irrigation. Treated effluent is distributed for reuse as irrigation at the Cady Way athletic fields, Interlachen Golf and Country Club, Winter Pines Golf Course, ~~and~~ Glen Haven Cemetery, and Brookshire Elementary.
2. The City of Winter Park is a major contributor to the regional reuse systems in central Florida. The majority of the City's wastewater is treated at regional facilities owned and operated by other local governments. The City of Winter Park has reserved capacity in these facilities through wholesale sewer agreements with the City of Orlando, the City of Altamonte Springs, and Orange County Utilities. Over 70% of the daily wastewater flows generated within Winter Park's GWSA were treated at the Iron Bridge Facility in 2005. Iron Bridge operates as a physical, chemical, and biological sewage treatment plant with reuse discharge to the Little Econlockhatchee River and to reclaimed water systems for irrigation. Conserv II WWTP treated about 13% of the wastewater generated within the GWSA in 2005. Conserv II plant has a permitted capacity of 25 mgd and operates as an activated sludge sewage treatment plant providing effluent to spray irrigation and freeze protection for orange groves in West Orange and Lake County. In 20105, ~~approximately less than 6-6.5%~~ of the total wastewater flow within the GWSA received treatment at the Regional Water Reclamation Facility (RWRF) is owned and operated by the City of Altamonte Springs. Designed and permitted as a domestic wastewater treatment facility, the RWRF is an AWT facility with discharge directed to the Little Wekiva River and to the City's "APRICOT" reuse system. Only a relatively small area within the City's East Sewer System receives treatment from Orange County Utilities.
3. The City of Winter Park has adopted a water conservation rate structure for its utility system.

Chapter 58 of the Winter Park Code of Ordinances includes landscape regulations. Native and Florida Friendly plants are encouraged and small areas of turf less than 100 square feet or within an area with any one dimension less than three feet are not allowed. Organic mulch is required in plant beds and around individual trees in turf grass areas.

NATURAL GROUNDWATER AND AQUIFER RECHARGE**SUB-ELEMENT****Introduction**

More than 95% of east-central Florida's public water supply comes from aquifers. All of Winter Park's water supply originates from an aquifer. An aquifer is a body of porous sediment or rock, consisting of sand, shell or limestone that allows water to move underground. Surface water percolates through the earth's surface and geological strata to underground locations where it is naturally stored as groundwater. The underground storage areas are the aquifers from which groundwater is withdrawn and pumped to water treatment plants or irrigation systems.

As discussed under the Potable Water sub-element the SJRWMD Water Supply Plan (2000) indicates that groundwater supplies will be insufficient to meet future water demands in east-central Florida based on current water consumption trends. Located at the center of east-central Florida, Winter Park lies within an area designated by the SJRWMD as a priority water resource caution area (PWRCA). Areas designated as a PWRCA may not be able to meet future water supply needs from groundwater sources. A substantial portion of the east-central Florida area, including all of Winter Park's water service area, has been designated as a PWRCA.

The quantity and quality of surface water percolating into the aquifers will determine what volumes of groundwater supplies will be available for future use and will affect the cost to treat raw water. This natural groundwater and aquifer recharge section is intended to aid Winter Park in their efforts to direct future development and development regulations so that they incorporate the protection of groundwater resources. The purpose of this section is to guide the conservation and protection of the natural functions of natural groundwater and aquifer recharge.

Environmental Impacts Related to Deficient Groundwater Recharge

This protection and conservation is important because it provides several benefits to the City. One benefit of recharge is the replenishment of water supplies. Water withdrawals from an aquifer must be balanced by recharge to ensure the sustainable use of groundwater. Another recharge benefit is the maintenance of lake levels, wetlands, stream flows and spring flows. Lakes and streams in Winter Park are supported by groundwater and spring flows that in turn must have recharge in order to maintain their flow, especially during drought periods.

Aquifer recharge also helps to dilute any contaminants in the water supply by augmenting the fresh water supply. It is also believed that recharge helps to prevent sinkhole formation caused by fluctuations in surficial groundwater tables. In susceptible areas, the amount of groundwater and the hydrostatic pressure can help to prevent or retard the development of sinkholes.

Description of the Aquifer System

The hydrogeologic nature of the aquifer beneath east-central Florida is separated into three systems: the surficial, the intermediate, and the Floridan. While all three systems are used for groundwater supply in east-central Florida, the consumptive use permits issued by the SJRWMD allow Winter Park to withdraw groundwater from the lower Floridan aquifer.

The Southeastern Geological Society (1986) described the hydrogeologic nature of the three aquifer systems as follows:

12. **Surficial Aquifer System.** The surficial aquifer system consists primarily of sand and sandy clay. It extends from land surface downward to the top of the confining unit of the intermediate aquifer system, where present, or to the top of the confining unit of the Floridan aquifer system. The surficial aquifer system contains the water table, which is the top of the saturated zone within the aquifer. Water within the surficial aquifer system occurs mainly under unconfined conditions, but beds of low permeability cause semi-confined or locally confined conditions to prevail in its deeper parts.

While not used for the Winter Park water service area, the surficial aquifer system serves as a source of water for public supply in St. Johns, Flagler, Brevard, and Indian River counties. It is also used as a source of water for domestic self-supply [i.e., private wells], mainly along the coastal portions of SJRWMD but also in inland areas scattered throughout SJRWMD.

- B. **Intermediate Aquifer System.** The intermediate aquifer system consists of thin water-bearing zones of sand, shell, and limestone, which lie within or between less permeable units of clayey sand to clay. At the top of this aquifer system, poorly- yielding to non-water-yielding strata occur. This strata, referred to as an upper confining unit, coincides with the base of the surficial aquifer system. This unit lies immediately above the Floridan aquifer system and is geologically referred to as the Hawthorn Group. In oilier places, one or more low-to-moderate yielding aquifers may be interlayered with relatively impermeable confining beds. The aquifers within this aquifer system contain water under confined conditions. Within the intermediate aquifer system, confining units are generally more extensive than water-bearing units.

While not used as a water source by the Winter Park water system, the intermediate aquifer system is used as a water source for domestic self-supply [i.e., private wells] in Duval, Clay, and Orange counties.

- C. **Floridan Aquifer System.** The Floridan aquifer system is one of the world's most productive aquifers. The rocks, primarily limestone and dolomite that comprise the Floridan aquifer system underlie the entire state, although this aquifer system does not contain potable water at all locations. Water in the Floridan aquifer system occurs under confined conditions throughout most of SJRWMD.

The Floridan aquifer system is subregionally divided according to the vertical occurrence of two zones of relatively high permeability. These zones are called the Upper and Lower Floridan aquifers. A less permeable limestone and dolomitic limestone sequence generally separates the Upper and Lower Floridan aquifers. This layer is referred to as the intermediate semiconfining unit or aquifer, as described above.

The Floridan aquifer is artesian, meaning that the water is confined under pressure by geologic formations. The Florida aquifer which underlies all of Florida and parts of Alabama, Georgia and South Carolina ranges from 150 to 1,500 feet below the land surface. Within Orange County, the Floridan aquifer has two major producing zones that are separated by a relatively impermeable layer. The upper producing zone extends from about 150 to 600 feet down. The lower producing zone

ranges between 1,100 to 1,500 feet. The municipal water supply wells for Winter Park use the lower Floridan aquifer.

Recharge Potential

Groundwater within the aquifer returns to the surface through natural springs or through man-made wells. While natural forces may take hundreds of years for groundwater to emerge through springs, wells can remove water from an aquifer in minutes. Water percolating from the surface replaces groundwater that returns to the surface. The replenishment of groundwater by percolation is referred to as natural recharge. If groundwater is pumped from an aquifer at a rate faster than it can be replaced by natural recharge, then groundwater supplies decline.

Population growth and urban development within east-central Florida has adversely affected the ability of groundwater supplies to meet future demands. First, urban development in east-central Florida has reduced natural land cover and increased impermeable surfaces, such as roads, buildings, and parking lots. Second, population growth has increased the demand for water, resulting in greater reliance on groundwater supplies. Urban development and population growth have also combined to cause greater risk to contamination of groundwater supplies. Release of contaminants into an aquifer recharge area can make it unusable or threaten water quality, which will cause water treatment costs to rise. Protection of aquifers from unacceptable contamination and loss of recharge is essential to the security and availability of existing and future water supplies.

Recharge Rates. The rate of recharge varies based on soil characteristics, sub-surface geological strata composition, and presence of any sub-surface confining layer. A confining layer is a layer of low hydraulic conductivity (relative to adjacent geologic materials) that is not expected to be used as an aquifer. As these natural conditions vary across east-central Florida, some areas possess better natural recharge capabilities than others. To reduce potential contamination to aquifers and to assist in the preservation of open space for areas where natural recharge rates are highest, the SJRWMD has evaluated and mapped groundwater recharge capabilities and recharge areas across the region. A recharge area is a place where an absence of a confining layer allows water is able to seep from the ground surface to an aquifer.

An area's groundwater recharge capability is assessed according to the inches of water that percolate downward to an aquifer over a year. The natural land cover within and adjacent to Winter Park has been identified as having good to high recharge. Most areas within or adjacent to Winter Park have a potential recharge at a rate of 8 to 12 inches per year. Map [PFE-4-03](#) illustrates potential recharge rates identified for Winter Park.

Regional Aquifer Protection. Understanding that the Floridan aquifer likely holds insufficient water supplies to meet future needs, the SJRWMD has initiated several programs specifically designed to protect groundwater quality and recharge potential, conserve groundwater supplies, and reduce long-term dependency on the Floridan aquifer.

In 2000, the SJRWMD adopted its first long-term water supply plan. The District Water Supply Plan (2000) evaluates the long-term water needs for its jurisdictional area, including east-central Florida. To foster intergovernmental participation to implement strategies to conserve water supplies and protect water quality within the aquifer system underlying east-central Florida, the SJRWMD established the East-Central Florida Water Supply Planning Initiative. The goal of this initiative is to find regional

solutions for the region's anticipated groundwater supply deficiencies. Winter Park should maintain active participation in this effort.

The SJRWMD Water Supply Plan also proposes several other programs or projects that address the projection of aquifers. Major proposed or active initiatives are summarized below.

- 12. Eastern Orange and Seminole Counties Regional Reuse Component of the Eastern 1-4 Corridor Water Project.** This project is proposed to provide an effective use of large quantities of reclaimed water, which are available in eastern Orange and Seminole counties and which otherwise would be discharged to the St. Johns River. This project places emphasis on system interconnections to transport reclaimed water from areas of surplus to areas of need. As a majority of reclamation activity within eastern Orange and Seminole Counties occurs through the Iron Bridge Reclamation Facility, which treats the majority of wastewater for Winter Park's wastewater system, this project could benefit the City. Currently the SJRWMD proposes project partnerships that involve cooperation with the City of Orlando, Orange County, the Orlando Utilities Commission, Seminole County, the City of Oviedo, and the University of Central Florida.

Project RENEW is a potential partnership between OUC, Altamonte Springs, Winter Park, Maitland, and SSNOCWTA to re-route water to the high recharge areas in Apopka as a regional solution to the growing demand on the Floridian aquifer.

- B. Aquifer Protection Plan.** SJRWMD proposes to prepare an Aquifer Protection Plan. The SJRWMD wants to join with FDEP and local governments to identify and protect surficial aquifers, the Floridan aquifer in areas where confining beds are thin or absent, as well as associated recharge areas.

The intent of this plan is to integrate existing aquifer protection efforts with additional initiatives required to adequately protect the surficial and Floridan aquifers. Strategies that should be addressed as part of the aquifer protection plan include:

- C. Alternative Water Sources.** SJRWMD should jointly work with local governments to investigate specific strategies to retain and use storm water and reclaimed water to reduce existing or potential loss of recharge to reasonable levels and to potentially make more water available for potable or irrigation supply. Alternative water supply sources have been identified in the SJRWMD 2005 District Water Supply Plan. Pursuant to Senate Bills 360 and 444, the City will be required to incorporate traditional and alternative water supply projects selected from the SJRWMD District Water Supply Plan or proposed by the City, reuse and conservation projects, and a ten year work plan for building public, private, and regional water supply facilities which are necessary to meet water needs. The City is participating in the Central Florida Water Initiative (CFWI) planning sponsored by cooperating water management districts. The City's water supply facilities work plan is incorporated into this plan.
- D. Land Acquisition.** The SJRWMD should identify strategic land acquisitions needed to implement these recharge strategies. SJRWMD will include lands identified to be strategic for recharge enhancement as a priority for land acquisition.

- E. **Wellfield Protection.** SJRWMD will continue its wellhead protection technical assistance program to provide timely delineations and implementation assistance to requesting local governments.
- F. **Conservation Programs.** As part of the consumptive use permit process, the SJRWMD will continue to require local governments and water utilities to prepare and implement water conservation plans.
- G. **Comprehensive Plans and Water Conservation.** As part of the process for amending or updating local government comprehensive plans, the SJRWMD will be requiring cities and counties to demonstrate that infrastructure and water supply are available to meet future growth and development. If water supply is not available under a consumptive use permit, then the local government will need to identify the water source that is proposed to serve new demand.
- H. **East-Central Florida Water Supply Planning Initiative.** The purpose of this initiative is to foster participation from local governments in the decision-making and planning process to find and prioritize regional water supply solutions. Winter Park should continue participation in this intergovernmental involvement program.
12. **Strategic Reclaimed Water Assistance Project.** SJRWMD's consumptive use permitting rules currently require that water users use reclaimed water for irrigation whenever feasible. Winter Park may be required to expand current reclaimed water applications to obtain additional groundwater allocations from the SJRWMD. Water demand estimates prepared in this element indicate that water demands placed on the City's water system within the next ten years will not exceed groundwater allocations allowed under the City's consumptive use permit.

Local Aquifer Protection. While programs have been implemented or initiated by the SJRWMD to address aquifer protection on a regional basis, similar programs can be or have been initiated by Winter Park to protect the aquifer beneath the City.

12. **Wellfield Protection.** The City currently does not have a wellfield protection ordinance. The current land development Code was updated in October 2001. This version of the City's Land Development Code reserves Section 58-160 for a future wellfield protection ordinance. The City should prepare and adopt a wellfield ordinance to reduce potential risk of contamination at public well sites.

Approximately half of the City's well sites are located within the city limits. The other half are located in unincorporated Orange and Seminole County. The City currently does not have an interlocal agreement with Orange County or Seminole County regarding wellfield protection for wells located within unincorporated areas of the Winter Park water system. To further protect wellfield sites, the City should establish an interlocal agreement with Orange County to address wellfield protection from potential contamination and to reduce risks from vandalism or terrorist acts.

Orange County has adopted through Ordinance Number 00-25 a zone of protection area extending 400 feet in radius from each public potable water well located in the unincorporated area. The first 200 foot radius nearest to a well is established as a zone of exclusion. No regulated business listed in

the County's Interim Aquifer/Wellhead Protection Ordinance is allowed within the zone of exclusion.

- B. **Stormwater/Drainage Standards.** The City has adopted stormwater standards equal to or more restrictive than those applied by the SJRWMD. A stormwater utility fee imposed on all development within the City generates revenue for capital improvements to the stormwater system. The City has also coordinated with the SJRWMD to jointly fund stormwater improvements that improve water quality within surface waters. Examples of such projects include the Green Cove Road stormwater retrofit project (year 2003) and the McKean Circle stormwater retrofit project (2003). Both projects received funding assistance from the SJRWMD.
- C. **Water Quality in Lakes.** The Lake Division of the Public Works Department is responsible for monitoring and maintaining water quality within the numerous lakes scattered throughout Winter Park. Interconnected by canals to form a chain-of-lakes, the largest lakes flow into Lake Howell Creek, which flows into Lake Jessup and, ultimately, to the St. Johns River. Several surface water projects or programs have been implemented over the past two decades to improve water quality within lakes. Examples of such programs and projects include a lake front vegetation protection ordinance, tree and vegetation planting within littoral zones, and water quality filtration projects.

SOLID WASTE SUB-ELEMENT**Introduction**

Garbage and trash are generated by population and development within Winter Park. To protect the health and safety of residents and property, solid waste collection and disposal services are provided to the City's residents and businesses. Prior to 1999, the City of Winter Park provided a comprehensive solid waste collection programs for all residents and businesses not requiring a containerized trash pick up. Those residential and commercial customers requiring containerized trash collection services individually contracted with waste collection businesses. For waste collected by the City, collection services were provided by the City's Sanitation Division, which had as many as 15 employees and nine garage service trucks.

In 1999, the City transferred waste collection services from its Sanitation Division to Waste Management, Inc., a licensed waste collection business. With the elimination of the Sanitation Division in 1999, the City entered into a contract with Waste Management of Orlando, Inc., (hereafter Waste Management) to provide residential solid waste and yard collection services, residential curbside recycling collection, and commercial solid waste collection. The service area for solid waste collection is the corporate limits of Winter Park.

The City's contract with Waste Management expired April 30, 2009. Waste Management's local operation facilities and offices are located in Orlando.

In 2009 the City rebid the contract for solid waste collection and disposal and selected Waste Pro of Florida, Inc. (hereafter Waste Pro) a licensed waste collection business, to provide residential solid waste and yard collection services, residential curbside recycling collection, and commercial solid waste collection.

In 2016, the contract was rebid again and the City again selected Waste Pro of Florida, Inc. to provide the above referenced solid waste collection services.

Regulatory Analysis

In 1988, the Florida Legislature passed the Solid Waste Management Act (SWMA) requiring Florida's counties to reduce the amount of solid waste disposed at landfills. The SWMA forced county solid waste management programs to achieve a reduction of 30% in the weight of solid waste being sent to landfills by December 31, 1994. To achieve this goal, all construction and demolition debris, and most newspaper, aluminum cans, glass and bottles must be separated and made available for recycling. Separation of plastics, other metal, other paper and yard trash is also encouraged by the Act.

The Solid Waste Management Act also prohibits disposal of certain materials at Class I landfills. Solid waste materials that cannot be permanently disposed at landfills are yard waste, tires, white goods (major appliances), batteries, used oil and oil based paints.

To meet the requirements and goals established by the SWMA of 1988, Winter Park established a solid waste program that separates garbage, large and bulky items such as white goods, recyclables, and yard waste. Separation of these materials for handling and disposal were continued after the City transferred

waste collection services from its now absent Sanitation Division in 1999 to Waste Management, and subsequently to Waste Pro in 2009.

Used oil and hazardous wastes must also be properly separated and disposed. Orange County administers programs addressing the collection and proper disposal of used oils and hazardous wastes.

Solid Waste Collection

Solid waste collection is mandatory for all residential and non-residential development within Winter Park. All solid waste collection services are provided by Waste ~~Management Pro~~, according to service requirements stipulated within its contract with the City. Solid waste collection is organized according to garbage, yard trash, and recyclables. Service is provided to customers classified as either residential or commercial services.

Garbage Collection. Curbside waste collection is currently provided twice per week to single family residences within the City. Multiple family residences and commercial establishments also receive collection service twice per week but collection occurs from containers located within the site unless City containers are issued and used. ~~Waste Management Pro~~ is also responsible for picking up all garbage at city-owned facilities. Provisions are built into the contract with Waste Pro to allow for a change to once per week curbside waste collection if the City feels the change is in the best interest of the City in regards to sustainability cost or other reasons.

For large or bulky waste that cannot be accommodated by trash containers, single family residential customers are given designated dates during the year when such items are collected by Waste ~~Management Pro~~ at no additional charge. A fee may be charged for collection of large or bulky items discarded outside of the designated dates.

While Waste ~~Management Pro~~ provides the waste pick up services, the City handles customer billing and fee collection, for residential and the majority of commercial accounts. Certain large commercial containers are billed by Waste Pro.

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According to Waste ~~Management's Pro Orlando office, in 2015 an average of 10,018,500 tons of Class 1 solid waste were~~ collected from residential customers, and ~~7,400,16,224~~ tons from commercial customers ~~per year~~ within the City of Winter Park.⁺ Combining the tonnage from the two customer sources, and annual average of ~~26,242,17,600~~ tons (or ~~5239,4824,000~~ pounds) are collected within the City, not including recyclables, construction debris, and yard waste. Based on a ~~201602~~ population of ~~25,85229,308~~, an average of ~~1,525-768~~ pounds per year of residential solid waste are generated on a per capita basis, not including yard waste or recycling. ~~Table 4-24 lists the current and estimated future solid waste generated within the City from all land uses. Future estimates are based on a per capita rate applied to anticipated future population.~~ The Housing Element provides methodology explaining how future population is derived.

⁺Source: ~~Waste Management, Inc., (Orlando office) e-mail response request, dated May 22, 2003, to information request.~~

Table 4-24
Annual Tonnage of Solid Waste Collection

Year	Population	Existing Level of Service (Pounds per Person) ¹	Total Pounds	Total Tons ²
2002 <u>2010</u>	25,852 <u>28,434</u>	1,525	39,424,000	17,600
2010 <u>2016</u>	27,440 <u>29,208</u>	1,525	41,846,000	18,681
2015 <u>2020</u>	28,104 <u>30,750</u>	1,525	42,858,600	19,133
2020 <u>2030</u>	28,768 <u>35,504</u>	1,525	43,871,200	19,585

¹ Equivalent to 4.2 pounds per capita per day.

² Based on 2,240 pounds per ton.

Source: Solin and Associates, Inc., 2003.

Yard Waste Collection. Lawn debris and other yard waste are collected once a week from residential dwellings and commercial establishments by Waste ~~ManagementPro~~. This collection service also includes the pick up of discarded Christmas trees. ~~According to Waste Management, the City averages 3,400 tons per year in yard waste collection.~~¹

Collection of Recyclables. Recyclable materials include newspapers, glass bottles, metal cans (aluminum and de-labeled tin), plastic containers and other similar material that are capable of being recycled. Special containers are used to separate recyclables from garbage and yard trash. Waste ~~ManagementPro~~ provides recycling collection services for single family residential dwellings at the curbside on public streets or from other specifically defined locations approved by the City. A recycling program also includes a public awareness program jointly developed by the City and Waste ~~ManagementPro~~. The purpose of the public awareness program is to encourage residents to separate and separately store recyclables from garbage until pick up by Waste ~~ManagementPro~~. Should additional materials become considered recyclable, the City reserves the right to add or subtract materials from the list of recyclables at their discretion.

The 2016 contract provides for the replacement of small recycling bins with large 64 or 96 gallon carts for residential single stream recycling. The purpose of providing larger carts for every resident is to further the state's goal of increasing diversion rates for recyclables. The current residential diversion rate is between 30 and 40 percent, while the state's goal is 75 percent by the year 2030.

~~The volume or tonnage of recyclable material collected by Waste Management was not available.~~

Hazardous Waste and Petroleum Collection. Waste Management is not responsible for the pick up of hazardous wastes, batteries, and oils. At least once per year Winter Park residents can take household hazardous waste (HHW), including paints, oils, batteries, fluorescent lamps, pesticides, herbicides, ~~and~~ cleaners, and e-waste to the household hazardous waste ~~facility event~~ at the City's property located at 1409 Howell Branch Road. The dates for the City's HHW event usually occur in April and September.

¹ Source: Waste Management, Inc. May 2003.

~~the Orange County landfill, or to the transfer station located at LB McLeod Road. Certain automobile repairs shops or quick-lube oil change centers may also accept used oils at no charge. In addition, from time to time Orange County organizes special dates and locations for the collection of household hazardous waste. Recognizing that some senior or disabled citizens are unable to travel to the County landfill or transfer center, the Orange County Environmental Protection Division sponsors a program that picks up household hazardous wastes from their homes. Eligible Winter Park residents may use this program.~~

Level of Service. Based on average annual tonnage of solid waste collected and transported to landfills for disposal, the City's level of service for solid waste collection and disposal is ~~4,525-768~~ pounds per year per person, equivalent to an annual daily average of ~~4.2-2.1~~ pounds per capita. The level of service does not include recyclables and yard waste collected separately from garbage.

Solid Waste Disposal

Waste ~~Management Pro~~ is responsible for disposing all collected solid and yard waste collected in Winter Park at a solid waste disposal facility approved by the Florida Department of Environmental Protection. According to Waste ~~Management Pro~~, since 2009, the majority of solid waste, recyclables, and yard waste is has been transported to the Orange County land fill Orlando Transfer Station. As Effective November 1, 2016, of 2002, residential and commercial solid waste and yard waste will be transported to the Seminole County land fill. Recyclables will continue to be transported to Recycle America in Orange County.

~~The City reserves the right to modify collection methods, and disposal locations, to best meet their needs and sustainability goals, recyclables are sent to Recycle America Orange. Yard waste is transported to designated yard waste sites at Keene Road landfill.~~

STORMWATER SUB-ELEMENT

Introduction. The primary purpose of the Stormwater Drainage Sub-Element is to review the city's existing Stormwater Management Program and to establish goals, activities, and policies to protect future water quality and quantity. The City has made a commitment to excellence in this area.

Winter Park remains one of the leading communities in Florida in addressing the impacts of stormwater drainage. This is done in part through our stormwater utility funded program to improve stormwater drainage both in terms of improvement to remedy localized flooding problems but also in funding stormwater drainage improvement projects to improve the water quality of drainage into the lakes within Winter Park. The City also has one of the most comprehensive stormwater drainage ordinances that actively require stormwater retention retrofit on properties undergoing redevelopment and renovation. The City also actively enforces the requirements for permitting by the St. Johns River Water Management District as a prerequisite for all new construction and redevelopment projects. As a result, there are no changes or revisions necessary to the text of this sub-element from the 1990 Comprehensive Plan, to the adopted level of service standards or to the goals, objectives or policies for this drainage sub-element.

Major Natural Surface Water Features. The City of Winter Park has 14 lakes either wholly or partially within its boundaries. The "Chain of Lakes" is composed of five of the largest lakes flowing through town and are connected to Howell Branch Creek, which flows ultimately to the St. Johns River. This Chain of Lakes was responsible for the early settlement of the area and is considered the area's most valuable natural resource. Because these lakes are a vital amenity to City residents, City officials have recognized the need to halt the continued degradation of water quality which urbanization has caused over the years.

City lakes are the ultimate discharge point for the majority of all stormwater runoff. In years past, storm drainage was taken to the nearest lake as fast as possible with little regard to water quality or land use impacts. The City has broadened its Stormwater Management Program to consider not only flood control, but water-quality enhancement, conservation and aquifer recharge. This is being accomplished utilizing innovative approaches to design, construction, maintenance and funding of stormwater management.

Regulatory History. Since 1974, the City has required all new commercial development to store the first one inch of runoff in surface water retention storage. Note: ordinance requires a full one inch of runoff, not the runoff from the first one inch of rain which usually results in the retention storage of considerably less volume. Surface water retention is specifically required because the City noted that too often underground systems were permitted then forgotten. The City feels that over time underground systems tend to clog with a corresponding decrease in usable retention volume and a decrease in lake protection. In 1989, the City expanded the Stormwater Management ordinance to include a "retrofit" requirement for all existing commercial developments that applied to the City for a Building Permit. The intent is to bring the many existing properties into current code guidelines. This new ordinance requires projects to retrofit for runoff retention of one inch if construction costs exceed 50 percent of existing building value. The new ordinance also requires residential properties to construct on-site surface stormwater management. Lake front properties must have one inch retention while other residential properties must direct runoff into landscaped areas and not directly out into the street. All residential properties, new or retrofit, are captured when owners apply for a Building Permit.

In January 1990, the City implemented a Stormwater Utility which bills all property owners based on the amount of impervious coverage of the property. The utility gives credits for properties which meet current standards and encourages retrofit for those that do not. The utility provides a guaranteed source of revenue to fund stormwater and lake-enhancement programs and projects.

The City of Winter Park was settled because of the excellent drainage afforded to the area. The lake shores have high banks with a positive flow through the Chain into the Howell Branch Creek. Unlike Orlando and most of Orange County, the City of Winter Park has only seven drainage wells which occur next to non-chain lakes and low areas.

The City's policy concerning wells is to maximize the benefits of aquifer recharge and flood control while minimizing the potential for aquifer contamination.

The City of Winter Park has been "fully" developed for many years. Past storms have indicated that adequate drainage is supplied to all but a few small areas of the City. Therefore, the City's overall goals are to require retrofit of all properties as these sites are redeveloped, improve drainage at the few problem sites, and undertake major lake-enhancement projects starting with larger drainage pipe systems and watersheds.

The City of Winter Park is proud of its multi-faceted approach of lake-enhancement activities which include revegetation of private and public shorelines, applied weed control, watershed management, ordinances, and stormwater projects. The City is committed to the continued aggressive management of stormwater runoff and lakes.

Stormwater Regulatory Framework

Federal Laws. Federal laws have been the primary force behind much of the state and local initiatives to protect the environment. Many laws have a direct impact on stormwater quantity and quality while others have an indirect impact.

The Water Pollution Control Act (Clean Water Act) was instrumental in the 1970's for implementing several programs to assess the environmental impacts from wastewater treatment (Section 201), and point and non-point sources (Section 203). The law also established objectives for water pollution abatement (Section 101) and standards for water quality of effluent discharge for sewage treatment plants (Section 301). Of primary importance, was the establishment of the National Pollution Discharge Elimination System (NPDES) permit (Section 402) which requires permits for all discharges of polluted waters- In addition, it laid out dredge and fill and wetland responsibilities for ERA and the Army Corps of Engineers (Section 404).

The Safe Drinking Water Act sets standards for drinking water quality. The law also sets out to protect potable water sources by implementing state wellhead protection programs and controlling underground injection of polluted waters. Additional protection of Aquifers is accomplished through the "Sole Source Aquifer" designation.

The National Flood Insurance Program delimits areas of the 100 and 500-year floodplain. The program requires sound land-use planning to minimize potential flood damage.

State Laws. The primary legislation which regulates or impact drainage in Florida is contained in Chapters 163, 298, 373, 376, 380, and 403 of the Florida Statutes. Many are direct responses to the federal laws outlined in the previous section.

Chapter 163: Intergovernmental Programs; Local Comprehensive Planning Act: requires each local government to adopt a comprehensive plan. This plan must contain required elements, studies, and surveys. A drainage and aquifer recharge element is one of the required elements.

Chapter 298, the Drainage and Water Control Act is the enabling legislation for the creation of the Water Management Districts. The SJRWMD's duties and powers are discussed below under the Florida Administrative Code section.

Chapter 373, the Water Resources Act is an important piece of legislation. This act provides for the conservation, protection, and management of state waters. It provides the legislation for the creation of the Florida Department of Environmental Regulation (FDER), the Water Management Districts (WMD) and pertinent County and City programs. In addition, Section 373.451 established the Surface Water Improvement and Management Act (SWIM). This legislation is resolving and correcting surface water pollution problems. In addition it contains the State Water Resource Plan, provides for the Permitting of Consumptive Uses of Water, the Regulation of Wells, and the Management and Storage of Surface Waters.

Chapter 380, the Land and Water Management Act was enacted to establish land and water management policies to guide and coordinate local decisions relating to growth and development. The law sets up areas of critical state concern, sets the policies and procedures for Developments of Regional Impacts, the Florida Quality Developments Program, and the appeal procedure through the Florida Land and Water Adjudicatory Commission.

Chapter 403, the Environmental Control Act is another important statute which has direct impact on stormwater management. Facts of this Act set water quality standards and policies for pollution Control, Resource Recovery and Management, Environmental Regulation, Drinking Water, and Permitting Activities in Wetlands.

Florida Administrative Codes. The Florida Administrative Codes (F.A.C.) are the implementing legislation to the Florida Statutes. These rules and regulations guide the local governments and private entities through the development process.

Chapter 64E-6, F.A.C. enables the county health departments (which are an extension of the Florida Department of Health) to regulate septic tanks and private wells.

Chapter 62 is an important F.A.C as it relates to drainage and aquifer recharge, public wastewater treatment facilities, public water treatment systems, and reclaimed water systems. This chapter provides the rules and regulations of the FDEP and the SJWMD. It gives the Department the power to invoke building moratoriums if wastewater plants are not operating efficiently. The legislation requires permits for stormwater management systems and for dredge and fills activities in any waters of the state including wetlands. Section 62-302 sets surface water quality standards.

Sections 62-600, Domestic Wastewater Facilities, Section 62-601, Domestic Wastewater Treatment Plant Monitoring, Section 62-620, Wastewater Facility and Activities Permitting, regulate wastewater treatment permitting and monitoring. Sections 62-312, Dredge and Fill Activities, requires FDEP permits for dredge and fill. Water treatment facilities are covered under Section 62-550, Drinking Water Standards, Monitoring, and Reporting, and 62-555, Permitting, Construction, Operation, and Maintenance of Public Water Systems. Reclaimed water facilities are addressed under Section 62-610, Reuse of Reclaimed Water and Land Application. Hazardous waste is covered by Section 62-730.

Chapter 40, F.A.C., addresses the administration of the Water Management Districts. The main duties of the WMD'S are to approve stormwater management systems, issue consumptive use permits and to give technical assistance. Wetland jurisdictional claims are also a part of their duties in approving stormwater management plans. Section 62-340, Delineation of the Landward Extent of Wetlands and Surface Waters, establishes definition and wetland delineation methodology for wetlands, while Section 62-345, Uniform Mitigation Assessment Method, addresses the mitigation requirements for wetland impacts. Winter Park is located within the jurisdictional area of St. Johns River Water Management District. Each District's rules are contained in Chapter 40, F.A.C. These rules contain the criteria by which the Districts regulate water resources and drainage in their basins.

City Ordinances. City codes and regulations applicable to stormwater management and drainage are inventoried below. The below regulations and standards do not include those established within the Goals, Objectives and Policies of City of Winter Park Comprehensive Plan.

Chapter 23 A is the "Stormwater Management" ordinance of the City Code of Ordinances. This code establishes stormwater management requirements for all new construction as well as a "retrofit" provision for development and renovation throughout the City. In order to achieve the benefits of stormwater management, the City of Winter park requires the provision of the on-site stormwater retention for all new construction of buildings and parking lots. The requirement for new development is the retention on-site of the first inch of runoff from all impervious surfaces. Furthermore, the retention must be supplied as surface water volume such as grassed swales or retention ponds. Stormwater requirements also apply to all building projects whose construction value exceeds fifty (50) percent of he assessed value of the improvements detailed on the most current property tax assessment roll. Building renovations phased over a two-year period are combined to determine applicability of the fifty (50) percent threshold criteria.

All the stormwater management requirements for development and redevelopment of properties within, single-family districts include some method of on-site retention for the building, parking, and driveway areas. These methods include, but are not limited to, the provision of swales and other retention areas, the sloping of parking areas and drives to landscaped areas versus directly to the street, the guttering of building runoff to landscaped open areas where setbacks limit the amount of pervious area available and other such methods which provide opportunities for the percolation of stormwater.

Chapter 23 B is the City Ordinance that creates the Stormwater Utility with adopted service charges and method of computation of such fees. Each of the 10,000+ parcels within the City is charged a user fee for use of the City-wide stormwater management system. This fee is based on the amount of impervious surface on a parcel of land. Credit is given to commercial property that has a well-maintained retention system. All fees are deposited to the Stormwater Fund which is specifically

dedicated to fund costs to maintain the existing drainage systems and to construct new capital improvement projects aimed at stormwater runoff abatement.

Chapter 31, Section 22 is the “Floodplain Protection” ordinance. All construction, filling, and alteration are prohibited within the floodways of the City. Floodways of the City include the Howell Branch Creek and all canals that connect lakes together. Furthermore, all construction is further regulated within the 100-year floodplain. All fill within the 100-year floodplain is prohibited and only recreational type structures such as docks, gazebos, boardwalks, etc are allowed by conditional use within the floodplain.

Chapter 7, Section 19 is the “Lakeshore Protection” regulation. The City of Winter Park has an on-going Lake Enhancement Program that includes the planting of native aquatic vegetation and trees along City owned shoreline. The Ordinance encourages private home owners to also revegetate their property by regulating the amount of “weeds” that may be removed. True “weeds” may be removed by permit only when more desirable native vegetation is replaced along most of the shoreline. This ordinance is in line with the Rules and Policies of the Florida Department of Environmental Protection. Seawalls and retaining walls are regulated. Vertical seawalls are discouraged in favor of slanted riprap type erosion control.

Inventory, Maintenance and Existing Programs

A complete set of Stormwater Maps can be found in the Public Works Department at City Hall. These maps depict all drainage pipelines, inlets, manholes and lake outfalls. Pipe sizes, surface lid elevations and invert elevations are given. The Public Works Department routinely updates these maps when new areas are annexed and when projects modify existing configuration. The maps are considered accurate and have been maintained as such. These maps will be consolidated this coming year to meet EPA NPDES Phase I Stormwater Permit Application requirements.

There are approximately a half dozen localized problem spots that exist in street or intersection areas where flooding occurs after heavy rainfalls. While other problem drainage situations occur from time to time, they are primarily the result of clogged stormwater inlets. The other half dozen locations continue to be candidates for capital improvement projects.

The City of Winter Park also has seven drainage wells that continue to exist in isolated circumstances. These are located adjacent to the small land locked lakes of Lake Mendsen (2), Lake Midget, Lake Francis, and Lake Knowles. The other two are located within Ward Park and near North Park and Denning Avenues. The purpose of these drainage wells is to act as overflow outlets during periods of extreme rainfall for these isolated drainage basins that have no connection to the primary drainage system.

Winter Park contains a portion of Orange County’s primary drainage system of the Howell Branch Creek drainage basin. The primary drainage system is the route of drainage essential for stormwater control during an extreme rainfall event such as a hurricane. The route of stormwater from parts of Orlando to the St. John’s River takes it through Winter Park’s Lakes Sue, Virginia, Osceola, and Maitland.

In the past decade, the two tightest choke points of the Orange County primary drainage system in Winter Park have been improved. These were new bridges constructed at the Howell Branch Creek

sections on Sterling Avenue and Temple Trail. These new bridge sections replaced restrictive culverts with more free, open flow sections. As a result, currently there are no other primary Stormwater drainage improvements planned for Orange County within Winter Park.

Winter Park, along with most other jurisdictions in Florida, has implemented the flood control program initiated by the U.S. Corps of Engineers and the H.U.D. Flood Insurance Administration, Winter Park adopted floodplain regulations consistent with their requirements in 1979. The flood elevations for the major lakes in Winter Park are listed in the attached table.

The areas in Winter Park subject to flooding from a hurricane or some other 100-year storm are the properties adjacent to the lakes and streams of the City. Due to the historical 50 foot lake and street setback, there are only three or four houses that are built low enough to be threatened by lake flooding based on the flood insurance elevations. All new construction is required to be above the necessary 100-year floodplain elevations.

The City funds the use of a vacator-like truck that has responsibilities to clean and maintain inlets, manholes, and drainage pipe. Contractors are hired on occasion to clean drain lines of heavy build up of sand. Many of the drainage systems throughout the City are starting to deteriorate due to age and repairs and replacement are conducted on a yearly basis to keep abreast of this situation.

Over the past several years the city has constructed leaf traps at the end of outfall pipes where they discharge into the lakes. These leaf traps are considered the first phase of pollution control of drainage pipes for Lake Enhancement Program. Leaf traps are constructed of green plastic coated chain-link fence for stability and trash control with a textile fabric to catch leaves. Sufficient numbers of lake workers are funded to clean all traps within two days after rain events. Research conducted by a nearby University professor indicates that early leaf removal helps nutrient control by removing the organic leaf material as well as nutrients, phosphorus and nitrogen, that are leached from the leaves upon soaking in lake water. It has been estimated that perhaps 10-15 percent reduction of N, P and organic-C can be accomplished with quick and thoroughly cleaning of leaf traps.

The leaf traps work well for 90 percent of storms. Of course, in Florida, it rains hard occasionally and larger storms will blow over certain traps. The repair and constant up-keep of all traps is funded and pursued to maintain good performance of traps.

Street sweeping is a fully funded City program that sweeps all City streets weekly. Pollution control benefits include removal of sand, grit, and dust that reduces sediment volume to the lakes with a corresponding reduction of heavy metals and phosphorus. Regular schedules are augmented by hiring a contractor to increase sweeping during the heavy leaf fall that occurs for 8-12 weeks during early spring. Leaf traps with increased street sweeping are reducing to a minimum the amount of dead leaves washed to lakes by stormwater runoff.

Existing Level of Service

Level of Service (LOS) is defined as the capacity per unit of demand for a public facility, usually expressed in terms of a per capita per day or land-use unit per day. However, stormwater runoff measurements are not expressed this way, but can be expressed by a design storm condition. This requires the selection of a storm frequency and duration factor as is the five-year/three-hour storm. This then translates into rain intensity per hour over so many hours to yield a rain volume. Thus a five-year/three-hour storm produces 2-6 inches of rain per hour for three hours to yield 7-8 inches of rain for the storm. If this storm was then used for design criteria, the project under consideration would be designed to retain, detain or convey the volume of rain and resulting runoff. The City of Winter Park has been developed under two different sets of design criteria. Most of Winter Park was developed before stormwater management unless were incorporated into the current permitting system of the State and Local agencies. A few small sub-divisions and some renovation of existing commercial property have been built under current guidelines of the City and SJRWMD. All future development and renovation will be by permit from the City and SJRWMD.

Old guidelines did not require any on-site retention or detention of runoff. As can best be established conveyance systems were designed for the two-year/ one-hour storm when flowing full. The ten-year storm was calculated to surcharge manholes up one foot while the 25-year storm caused surcharging to within one foot of the top of manholes. The 50-year storm would cause some flooding of yards and structures in low lying areas.

Few guidelines require the on-site surface water retention of the first one inch of run-off and meet SJRWMD guidelines for conveyance in pipes. Most property is already developed, so as properties are “retrofitted” more and more retention is developed in the watersheds of the City. Future conveyance capacities of old systems will improve with the added retention volumes throughout the watershed.

As a result, the level of service standard adopted by the City for new development or redevelopment is for the design of drainage facilities and the retention and treatment of the first inch of stormwater, consistent with the requirements of Section 62-302, F.A.C. However, in certain circumstances, the City’s stormwater’ regulations may require that this be accomplished in excess of these standards by excluding the use of underground retention facilities or may require properties to comply with these standards, where not required by these State rules, when undergoing redevelopment wherein the Stormwater Board of Appeals may allow the accomplishment of this level of service off-site.

Stormwater Improvements Coordination with SJRWMD. The City regularly coordinates with the SJRWMD to pursue joint participation in stormwater improvement projects. To assist local governments, the SJRWMD has established a cost-share program to assist funding of stormwater improvement design and construction. Recent cost-share projects involving the City and SJRWMD are described below.

WATER SUPPLY FACILITIES WORK PLAN
Prepared by the City of Winter Park Utilities Department
November 2016

Introduction. The St. Johns River Water Management District has determined that traditional water supply sources will not be sufficient to meet demands of the growing population and the needs of the east central Florida area. The Florida Legislature enacted bills in 2002, 2004 and 2005 to more effectively address the state's water supply situation by improving the coordination between local land use planning and water supply planning. The focus of the 2002 legislation was to add requirements to Chapter 163, Florida Statutes (F.S.) for local governments to prepare 10-year water supply facilities work plans and to incorporate certain portions of the work plans into their comprehensive plans. This legislative change emphasized the need for local work plans to consider the applicable regional water supply plans prepared by the water management districts. In 2004, the Legislature further amended Chapter 163 to give local governments until December 1, 2006, to prepare the 10-year water supply facilities work plans.

In 2005, the Florida Legislature enacted Senate Bills 360 and 444. The legislation significantly changed Chapters 163 and 373, F.S. to improve the coordination of water supply and land use planning. The legislation strengthened the statutory linkage between the regional water supply plans prepared by the water management districts and comprehensive plans prepared by the local governments.

This Water Supply Facilities Work Plan (WSFWP) provides the City of Winter Park's response to strengthening the linkage between land use planning and water supply planning. The time frame for this WSFWP is twenty years (2008-2028) consistent with the comprehensive plan.

Background Data

The City of Winter Park is the only entity responsible for water supply within its jurisdictional area and has a consumptive use permit for the period from 2005 to 2025 to withdrawal water from the lower Floridian Aquifer. The permit number is 7624 and the expiration date is October 12, 2025. Table 4-17 provides the permitted withdrawal capacity and the projected demand through 2025. The City of Winter Park service area is depicted on Map [PFE-4-02](#).

The City's water system serves retail customer groups both inside and in the contiguous areas outside the City limits. All water capacity is distributed on a retail basis. While the City of Winter Park provides water capacity to Orange County Utilities, water capacity is reserved under a retail agreement. The City of Winter Park does not have any wholesale water agreements with any of its water customers or with other utility providers. The City of Winter Park coordinates with Orange County in determining future population projections and land uses within the unincorporated area the City serves. No new agreements are needed to continue to provide potable water service to those areas.

The demand projections identified in Table 4-17 are lower than those presented by the SJRWMD to the Central Florida Coordination Area Cooperators group. The population projects used by the City of

Winter Park to develop the water demand projections are based on a reevaluation of those projections based on recent trends in development and in the opinion of the City represent a more realistic projection of future conditions. Those projections are also consistent with the projections used in other elements of this plan.

The population and demand projections for the service area within the City limits and the service area outside the City limits are shown on Table 4-25. In addition, the amount provided by conservation, reuse and traditional supplies is provided. The status of the alternative supplies is discussed in the next paragraph.

Table 4-25

In City and Outside City Demands

Year	In City Population	Outside City Population	In City Demand	Outside City Demand	Projected Total Demand	SJRWMD Permitted Supplies	Conservation and Reuse
2008 2010	28,486 28,434	40,309 33,385	4.6	6.6	11.2	11.9	.6*
2013 2016	30,000 29,308	39,659 38,048	4.9	6.5	11.4	12.0	.95*
2018 2021	31,500 30,750	38,567 42,097	5.1	6.3	11.4	12.2	.95*
2027	31,934	46,664	5.3	6.4	11.7	12.7	.95*

*0.6 mgd of reuse is generated and reused in Winter Park. 100% of the remaining wastewater is reused by others. Expansion of the Winter Park water reclamation plant by an estimated .35 mgd, will expand reuse within the City of Winter Park. The .35 mgd will be utilized by the City of Winter Park in the future.

The effect of conservation and reuse is already accounted for in the per capita demand. The affect of future conservation practices on per capita demand is not known at this time.

The City of Winter Park is currently negotiating agreements for alternative water supply sources. The quality that will be supplied by those sources is unknown at this time. When the quantity is determined this table will be amended to reflect that amount.

The SJRWMD identified alternative water supplies in the District Water Supply Plan 2005. For the City of Winter Park the St. Johns River near Deland and the St. Johns River near Lake Monroe were identified. In 2008 two additional projects were identified – St. Johns River near SR 46 and St. Johns River near Yankee Lake. The City is currently working with the Seminole County and exploring the technical and institutional feasibility of developing the Lake Monroe alternative. If it is determined that this alternative is feasible, it will be added to the Capital Improvements Element. The City has indicated that it will participate in the preliminary design projects for the St. Johns River near Yankee Lake, as the City's Alternative Water Supply projects.

All of the wastewater collected by the City is reused. In 2015, that totaled 5.35 mgd. Of that 0.46-34 mgd was treated by the City and used within the City. The remainder was sent to facilities operated by Altamonte Springs, Orlando, and Orange County, where it was completely reused. Due to the way the reuse is accounted for by the State, Winter Park does not get any credit for that contribution. The City of Winter Park intends to maintain the interlocal agreements with those utilities. Those agreements and the Winter Park Estates Water Reclamation Facility, which is owned and operated by the City, will provide for 100% reuse of the City of Winter Park's waste water during the term of the WSWP.

In addition to the very successful reclaimed water program, the City utilizes stormwater wells for irrigation purposes. The City has an active water conservation effort including a conservation rate structure, participation in water conservation educational programs, and landscape irrigation standards and restrictions.

The City has two existing water sources. The first is the lower Floridian Aquifer utilized for potable water purposes. The second is the Winter Park Estates Water Reclamation Facility which provides up to .615 mgd of reuse to the Cady Way athletic fields, Interlachen Golf and Country Club, Winter Pines Golf Course, and Glen Haven Cemetery, and Brookshire Elementary School.

Based on the data in Table 4-17, no additional sources of water including alternative water supply projects are required to serve existing or new development for the planning period of this work plan. No potable water projects are needed to maintain or improve service through 2028.

Within this comprehensive plan, the City of Winter Park has established an objective to reduce potential for contamination of groundwater aquifer through stormwater management practices and through management of land use activities that may threaten groundwater quality near wellfield sites. The Public Facilities Element Goals, Objectives, and Policies in the Natural Groundwater Aquifer Recharge Sub-Element addresses the protection of the water supply source.

Conservation and Reuse

The City of Winter Park uses the following conservation and reuse programs to reduce potable water demand:

1. Operated as a complete mix/extended aeration treatment facility with chemical addition and tertiary filtration, the Winter Park Estates Water Reclamation Facility has a design capacity for 1.150-750 million gallons per day (MGD) but is limited to processing .615 MGD at this time due to the capacity of currently available spray sites. Future planned expansion of reuse into residential neighborhoods will increase the disposal capacity for reclaimed water. -because of a lack of available onsite storage capacity and a scarcity of eligible sites for reuse irrigation.

Treated effluent is distributed for reuse as irrigation at the Cady Way athletic fields, Interlachen Golf and Country Club, Winter Pines Golf Course, ~~and~~ Glen Haven Cemetery, and Brookshire Elementary School.

2. The City of Winter Park is a major contributor to the regional reuse systems in central Florida. The majority of the City's wastewater is treated at regional facilities owned and operated by other local governments. The City of Winter Park has reserved capacity in these facilities through wholesale sewer agreements with the City of Orlando, the City of Altamonte Springs, and Orange County Utilities. ~~Over-Approximately~~ 70% of the daily wastewater flows generated within Winter Park's GWSA were treated at the Iron Bridge Facility in 20~~10~~5. Iron Bridge operates as a physical, chemical, and biological sewage treatment plant with reuse discharge to the Little Econlockhatchee River and to reclaimed water systems for irrigation. Conserv II WWTP treated about 13% of the wastewater generated within the GWSA in 20~~10~~5. Conserv II plant has a permitted capacity of 25 mgd and operates as an activated sludge sewage treatment plant providing effluent to spray irrigation and freeze protection for orange groves in West Orange and Lake County. In 20~~10~~5, approximately 6.~~05~~% of the total wastewater flow within the GWSA received treatment at the Regional Water Reclamation Facility (RWRF) is owned and operated by the City of Altamonte Springs. Designed and permitted as a domestic wastewater treatment facility, the RWRF is an AWT facility with discharge directed to the Little Wekiva River and to the City's "APRICOT" reuse system. Only a relatively small area within the City's East Sewer System receives treatment from Orange County Utilities.
3. The City of Winter Park has adopted a water conservation rate structure for its utility system.
4. Chapter 58 of the Winter Park Code of Ordinances includes landscape regulations. Native and Florida Friendly plants are encouraged and small areas of turf less than 100 square feet or within an area with any one dimension less than three feet are not allowed. Organic mulch is required in plant beds and around individual trees in turf grass areas.
5. Chapter 102 of the Winter Park Code of Ordinances includes a section on water conservation for landscape irrigation. Included is a limitation for landscape irrigation to two days a week.
6. The City of Winter Park takes corrective action based on erratic meter readings.
7. The City of Winter Park maintains a budget for defective meter replacement.
8. The City of Winter Park calibrates production well meters once per year.
9. The City of Winter Park conducts a water system audit annually.
10. The City of Winter Park performs spot checks of customer compliance with SJRWMD's landscape irrigation restrictions and report violations.
11. The City of Winter Park conducts public tours of facilities.
12. The City of Winter Park operates informational booths that include water conservation literature

13. The City of Winter Park provides public service announcements and written notice to customers regarding SJRWMD
14. The City of Winter Park provides outdoor water audits for customers, and will adjust sprinklers and controllers for customers free of charge
15. The City of Winter Park promotes water conservation at the City sponsored “Earth City Awareness Day”²
- 15-16. The City participates in the SJRWMD annual “Water Conservation Month Proclamation”

The City of Winter Park proposes the following conservation and reuse programs to further reduce potable water demand:

~~Expand and/or re-rate existing Winter Park Estates Water Reclamation Facility to produce an additional .35 mgd of reclaimed water that will be used in the City of Winter Park to reduce potable water demand. This is expected to be completed in FY 2010 and will be funded through the City’s five year capital improvement plan.~~

12. Provide approximately .430 mgd of wastewater to regional reclaimed water systems by 2025.
23. Explore the purchase of up to 2 mgd of reclaimed water from the Orlando Utilities Commission to replace potable water that is used for irrigation. ~~This is expected to be completed in FY 2012 and will be funded through the City’s five year capital improvement plan.~~
4. ~~Install an automatic meter reader system (AMR). This system will allow for the red flagging of customers that use large amounts of water or who may have a new water leak needing repair and wasting valuable water. This program is planned to save .1 mgd. This is being funded through the Utilities Department budget.~~
35. ~~Implement~~ Continue the Winter Park’s Park Irrigation Efficiency System (PIES) program. Under this program, potable water that is used for irrigation in the City’s parks will be replaced by surface water, stormwater, lower quality stormwater, or reclaimed water. This ongoing program is expected to save approximately 0.7 million gallons annually. ~~This is expected to be completed in 2009 and will be funded through the Utilities and Park Department budgets.~~
46. Conservation rate structure. The City will periodically review the water conservation rate structure to identify ways to make it more effective. Due to the effect of the current conservation rate structure, the planned savings is unknown at this time.
4. Water conservation educational materials~~programs~~. The City will annually produce or purchase water conservation education materials such as brochures or posters to foster water conservation. Since the City has been doing this for several years, the planned savings is to maintain existing conservation practices. Additional savings are difficult to estimate at this time. This will be funded through the City’s Utility Department budget.

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Tasks

The tasks have been identified to implement this Water Supply Facilities Work Plan. These tasks are intended to increase the use of reuse and alternative water supply sources, increase water conservation and improve the efficiency of the overall water supply system. Since the City of Winter Park has adequate water supply sources and facilities for the next five years as well as the long range planning period of this plan as shown in Tables 4-22, 4-23, and 4-25, none of these tasks are required to meet a system deficiency.

- ~~1. Expand and/or re-rate existing Winter Park Estates Water Reclamation Facility to produce an additional .35 mgd of reclaimed water that will be used in the City of Winter Park to reduce potable water demand.~~

~~Agreements with other water supply entities: Not applicable~~

~~Feasibility studies: FY 2008~~

~~Facilities and financial plans: FY 2009~~

~~Facilities design, permitting, and construction: FY 2010~~

~~Funding: To be included in City's five year capital improvements plan. Identified as "Expansion of reclaimed water system and/or alternative water sources for irrigation purposes" in the Capital Improvements Element Data Inventory and Analysis Capital Improvements Element Balance Sheet.~~

12. Provide approximately .340 mgd of wastewater to regional reclaimed water systems by 2025.

Agreements with other water supply entities: Existing

Feasibility studies: Not Applicable

Facilities and financial plans: Not Applicable

Facilities design, permitting, and construction: annual incremental increases.

Funding: Utility Department budget

23. Explore the purchase of up to 2 mgd of reclaimed water from the Orlando Utilities Commission to replace potable water that is used for irrigation.

Agreements with other water supply entities: Required FY2010

Feasibility studies: FY 2011

Facilities and financial plans: FY 2011

Facilities design, permitting, and construction: ~~FY 2015~~

Funding: Utility Department budget or bond revenues

34. Identify partnerships with surrounding utilities such as Orange County, Orlando Utilities Commission, and Seminole County on regional water supply development projects to provide wholesale water to the City of Winter Park. The estimated quantity of water to be produced is unknown at this time.

Agreements with other water supply entities: Not Applicable

Feasibility studies: Not Applicable

Facilities and financial plans: Not Applicable

Facilities design, permitting, and construction: On-going

Funding: Utility Department budget Identified as Regional Task Force to reduce withdrawals from Florida Aquifer in Capital Improvements Element Data Inventory and Analysis Capital Improvements Element Balance Sheet.

~~5. — Install an automatic meter reader system (AMR).~~

~~Agreements with other water supply entities: Not Applicable~~
~~Feasibility studies: Not Applicable~~
~~Facilities and financial plans: Not Applicable~~
~~Facilities design, permitting, and construction: FY 2009/2010~~
~~Funding: Bonding or Financing~~

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46. Implement the Winter Park's Park Irrigation Efficiency System (PIES) program.

Agreements with other water supply entities: Not Applicable
Feasibility studies: In house FY 2008/2009
Facilities and financial plans: Ongoing~~FY 2009~~
Facilities design, permitting, and construction: ~~FY 2009~~Ongoing
Funding: Utility ~~Department and Park Departments'~~ operating budget for water conservation:
\$10,000± on an annual basis, cost to be determined.

57. Water conservation fixture.

Agreements with other water supply entities: Not Applicable
Feasibility studies: Not Applicable
Facilities and financial plans: Not Applicable
Facilities design, permitting, and construction: FY 2009
Funding: Utility Department operating budget, \$125,000± on an annual basis

68. Conservation rate structure.

Agreements with other water supply entities: Not Applicable
Feasibility studies: Not Applicable
Facilities and financial plans: Not Applicable
Facilities design, permitting, and construction: Periodically
Funding: Utility Department operating budget

79. Water conservation educational materials.

Agreements with other water supply entities: Not Applicable
Feasibility studies: Not Applicable
Facilities and financial plans: Not Applicable
Facilities design, permitting, and construction: Annually
Funding: Utility Department operating budget

849. Continue to participate in regional water supply development projects planning and evaluation.

Agreements with other water supply entities: Not Applicable

Feasibility studies: Not Applicable
 Facilities and financial plans: Not Applicable
 Facilities design, permitting, and construction: On-going
 Funding: Utility Department operating budget

- ~~11.~~ 9. Continue to enforce Chapter 58 of the Winter Park Code of Ordinances that includes landscape regulations.

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Agreements with other water supply entities: Not Applicable
 Feasibility studies: Not Applicable
 Facilities and financial plans: Not Applicable
 Facilities design, permitting, and construction: On-going
 Funding: City General Fund budget

- ~~12.~~ 10. Continue to enforce Chapter 102 that includes a section on water conservation for landscape irrigation. Included is a limitation for landscape irrigation to two days a week.

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Agreements with other water supply entities: Not Applicable
 Feasibility studies: Not Applicable
 Facilities and financial plans: Not Applicable
 Facilities design, permitting, and construction: On-going
 Funding: City General Fund budget

~~Tasks 1, 3, and 6 are capital improvement projects. However, each requires a feasibility study to determine their feasibility and the projected cost to complete. At this time it is not possible to estimate that cost. Without a projected cost, it is premature to include these tasks into the Capital Improvements Element.~~

Sources

The City has identified the following source of water produced by traditional and alternative water supply development projects:

1. The Floridan Aquifer is permitted for 12.~~72~~ mgd in 20~~25~~~~17~~. 100% of raw water produces finished water.
2. The Winter Park Estates Water Reclamation Facility provides up to .615 mgd of reuse water.
3. Expand and/or re-rate existing Winter Park Estates Water Reclamation Facility to produce an additional ~~.430~~ mgd of reclaimed water that will be used in the City of Winter Park to reduce potable water demand.
4. Provide an additional ~~.165~~ mgd of wastewater to regional reclaimed water systems by 2025.
5. Explore the purchase of up to 2 mgd of reclaimed water from the Orlando Utilities Commission to replace potable water that is used for irrigation.

6. Identify partnerships with surrounding utilities such as Orange County, Orlando Utilities Commission, and Seminole County on regional water supply development projects to provide wholesale water to the City of Winter Park. The City is currently working with Seminole County and exploring the technical and institutional feasibility of developing the Lake Monroe alternative. The City will participate in the preliminary design for the St. Johns River near Yankee Lake Alternative Water Supply projects. These programs further the Objective 4-5.1 and Policy 4-5.1.9.
- ~~7. Install an automatic meter reader system (AMR) by October 2008. This system will allow for the red flagging of customers that use large amounts of water or who may have a new water leak. This program is planned to save .1 mgd.~~
78. Implement the Winter Park's Park Irrigation Efficiency System (PIES) program. Under this program, potable water that is used for irrigation in the City's parks will be replaced by surface water, stormwater, lower quality stormwater, or reclaimed water. This program is expected to save 0.7 mgd.
- ~~89. Water conservation fixture. The City will offer a toilet rebate program for exchange of inefficient toilets and washing machines with EPA approved fixtures. make available at no cost low flow shower heads, aerators and toilet dams to customers who request them. This program is planned to save .1 mgd.~~
940. Conservation rate structure. The City will periodically review the water conservation rate structure to identify ways to make it more effective. Due to the effect of the current conservation rate structure, the planned savings is unknown at this time.
104. Water conservation educational materials. The City will annually produce or purchase water conservation education materials such as brochures or posters to foster water conservation. Since the City has been doing this for several years, the planned savings is to maintain existing conservation practices. Additional savings are difficult to estimate at this time.
112. Drought resistant landscaping. The City will continue to implement and enforce the Comprehensive Plan policies promoting water conservation including drought resistant landscaping. Since the implementation and enforcement of these policies are in effect at this time, the planned savings is to maintain existing conservation practices. Additional savings are difficult to estimate at this time.
123. Continue to participate in regional water supply development projects planning and evaluation.

Reuse

The City of Winter Park currently produces up to .615 mgd of reuse water at the Winter Park Estates Water Reclamation Facility.

The City of Winter Park will develop the additional sources of reuse water:

- ~~1. Expand and/or re-rate existing Winter Park Estates Water Reclamation Facility to produce an additional .35 mgd of reclaimed water that will be used in the City of Winter Park to reduce~~

~~potable water demand (Feasibility studies: FY 2008; Facilities and financial plans: FY 2009; Facilities design, permitting, and construction: FY 2010), and~~

- 2.1. Explore the purchase of up to 2 mgd of reclaimed water from the Orlando Utilities Commission to replace potable water that is used for irrigation (Feasibility studies: FY 2009; Facilities and financial plans: FY 2010; Facilities design, permitting, and construction: FY 2011). As part of this effort the City of Winter Park will determine the appropriate use of that reclaimed water and how that should be implemented. This will include such items as retrofitting neighborhoods with reuse lines, installation of meters for individual connections to the reuse system, increasing the use of reclaimed water in public areas owned by the City, and entering into partnerships with other utilities.

At the end of the planning period, the City of Winter Park is projected to utilize 2.65 mgd of reuse water. These programs further the Objective 4-5.2 and Policy 4-5.2.1.

In addition, all of the wastewater collected by the City is reused. In 2015~~06~~, that totaled 5.35 mgd. Of that 0.~~3446~~ mgd was treated by the City and used within the City. The remainder was sent to facilities operated by Altamonte Springs, Orlando, and Orange County, where it was completely reused. Therefore, the City of Winter Park was responsible for 4.89 mgd of reuse water provided by the surrounding utilities. Due to the way the reuse is accounted for by the State, Winter Park does not get any credit for that contribution. ~~The City of Winter Park projects that an additional .65 mgd of wastewater will be provided to the regional reclaimed water systems by 2025.~~

ELECTRIC UTILITY SUBELEMENT

Introduction. In 1913, the City of Winter Park built its original electrical system. Fourteen years later, the City sold to a privately-held electric company, Duke Energy. In 1947, the city held a vote to repurchase the system, but failed and renewed its franchise with Duke for 30 years. In 1971, the city once again voted to renew the franchise agreement for an additional 30 years. At the sunset of this agreement, the City authorized a study to determine the viability of purchasing the electric utility. This was determined based on ‘no out clause’ for poor performance.

Reliability was the issue driving the interest in acquiring the electric facilities serving the city. Progress Energy had purchased the electric facilities owned by Florida Power Corporation in 2002, but the city experienced no improvement in reliability. The city engaged in three years of failed talks with the incumbent investor-owned utility, Progress Energy Florida. In 2003, the citizens of Winter Park voted (69%) to issue \$50 million in bonds and exercise the buyout option in its franchise agreement with Progress Energy. To facilitate the acquisition, the city built two substations and purchased the electric distribution facilities serving Winter Park owned by Progress Energy. It took six years to accomplish the city’s goal of owning and operating the electric utility serving the city.

In 2002-2003, the City and Progress Energy held an arbitration hearing to determine a final purchase price which was set at \$42.3 million. The City then moved to a bond referendum for purchase. In September 2003, 69% of voters elected to purchase the utility.

To date, the city's focus is on electric distribution only as the city does not provide power generation facilities.

Self-sufficiency. During the city's evaluation period, Progress Energy asserted several obstacles that would limit the city's potential in becoming successful. Some of these included reliability, revenue generation, maintaining competitive rates. To this end, the City of Winter Park Electric Utility has improved system reliability (SAIDI, MAIFI and CAIDI), maintaining competitive bond coverage with rates below both IOU and municipal state average.

Map [PFE-4-06](#) delineates the areas that are served by electric utility.

Current Electric Demand. In 2015, the City served approximately 12,292 single-family, multi-family, as well as 2,673 commercial utility customers within the City limits. 23% of utility revenue is generated from the ten customers listed in Table [4-26](#).

Table 4-26
Top Ten Utility Customers by Units

Customer ¹	Kilowatt/Hour
Rollins College	23,438,023
Adventist Health Systems (WPMH)	21,109,833
Orange County Public Schools	11,018,920
City of Winter Park	9,710,784
Publix Markets	8,875,675
Century Link	8,160,595
Mayflower Retirement Center	6,487,582
Presbyterian Retirement Center	5,428,992
250 Park Avenue Trustee (BOA)	3,012,998
Alfond Inn	2,832,480

Total	100,075,882
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Source: City of Winter Park

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Utility Demand. Table 24-27 summarizes the historical electric kilowatt per hour sales. A review of demand from 2005 to 2015 indicates that utility demand has remained relatively flat over the past 10 years increasing or decreasing at an average of .05% or less each year.

Based on current electric utility consumption, only operational and maintenance investments are expected to keep up with energy demand.

Table 4-27
Historic Utility Kilowatt per Hour (KWH) Sales
Winter Park Service Area

Year	KWH
2005	453,967,052
2006	432,967,312
2007	443,439,964
2008	442,593,393
2009	427,236,273
2010	439,004,150
2011	427,890,370
2012	415,951,080
2013	413,266,307
2014	425,622,977
2015	443,710,349
Total	4,765,649,227
Average	433,240,839

Level of Service. The Level of Service (LOS) standard has been set at one that is consistent with the surrounding electric utility distribution providers. Generally metrics for LOS and reliability are measured on SAIDI, MAIFI, and CAIDI index systems. SAIDI (System Average Interruption Duration Index) is the average outage duration for each customer served. Essentially, it is the sum of all customer interruption durations divided by the total number of customers served. Electric Utility measures this number both monthly and annually. Some factors including

MAIFI (Momentary Average Interruption Frequency Index) is the average number of monetary interruptions that a customer would experience during a given period. Over the past 10 years, this value has dropped to nearly zero.

CAIDI (Customer Average Interruption Duration index) gives the average outage duration that any given customer would experience. It is measured in units of time, usually over the course of a year. It is calculated similar to SAIDI except that the denominator is the number of customers interrupted versus the total number of utility customers.

Table 4-28
Reliability
Winter Park Service Area

Year	SAIDI	MAIFI	CAIDI
2005	7.66	2.46	64.52
2006	8.39	1.67	87.71
2007	5.59	0.32	90.56
2008	4.68	0.24	77.28
2009	6.95	0.18	60.94
2010	6.03	0.01	87.24
2011	13.58	0.04	74.55
2012	4.82	0.04	97.66
2013	5.48	0.00	98.30
2014	14.00	0.00	100.33
2015	6.86	0.03	81.06
Average:	7.64	0.45	83.65

Initiatives. To ensure continued improvements to reliability and provide cost-effective pricing to the public, the city has identified the following projects to be prioritized over the next five to ten years.

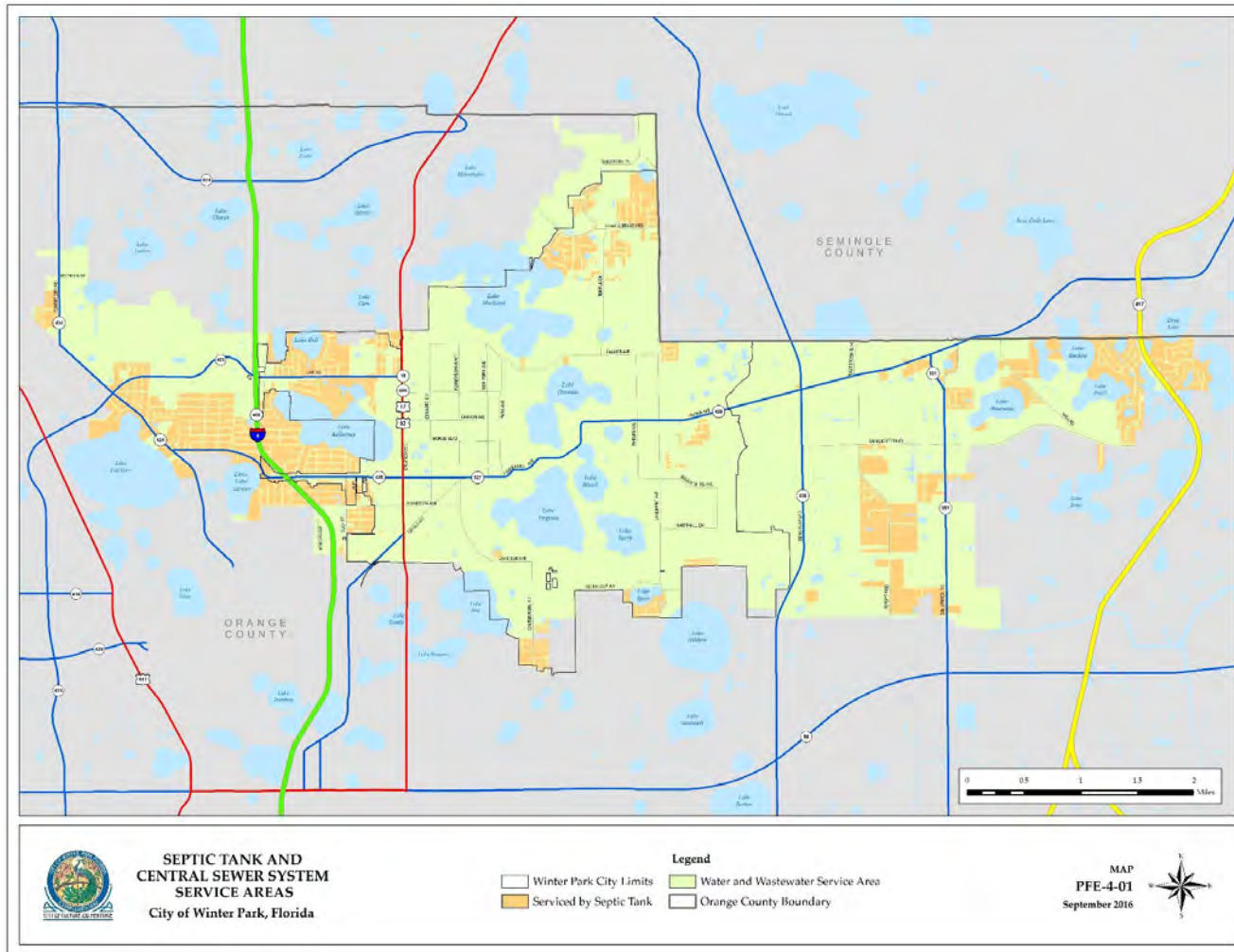
1. Continue the facilitation of hookups to the city's electric utility system for all development and redevelopment in the city.
2. Continue the implementation of the city's electric undergrounding program. To date, fifty-nine percent of electric distribution lines have been placed underground.
3. Continue the installation of new electric reading meters that provide net metering technology.
4. Promote the use of energy conservation installations.
5. Explore opportunities for cooperation with residents and the private sector for cost-effective and environmentally sensitive energy sources.

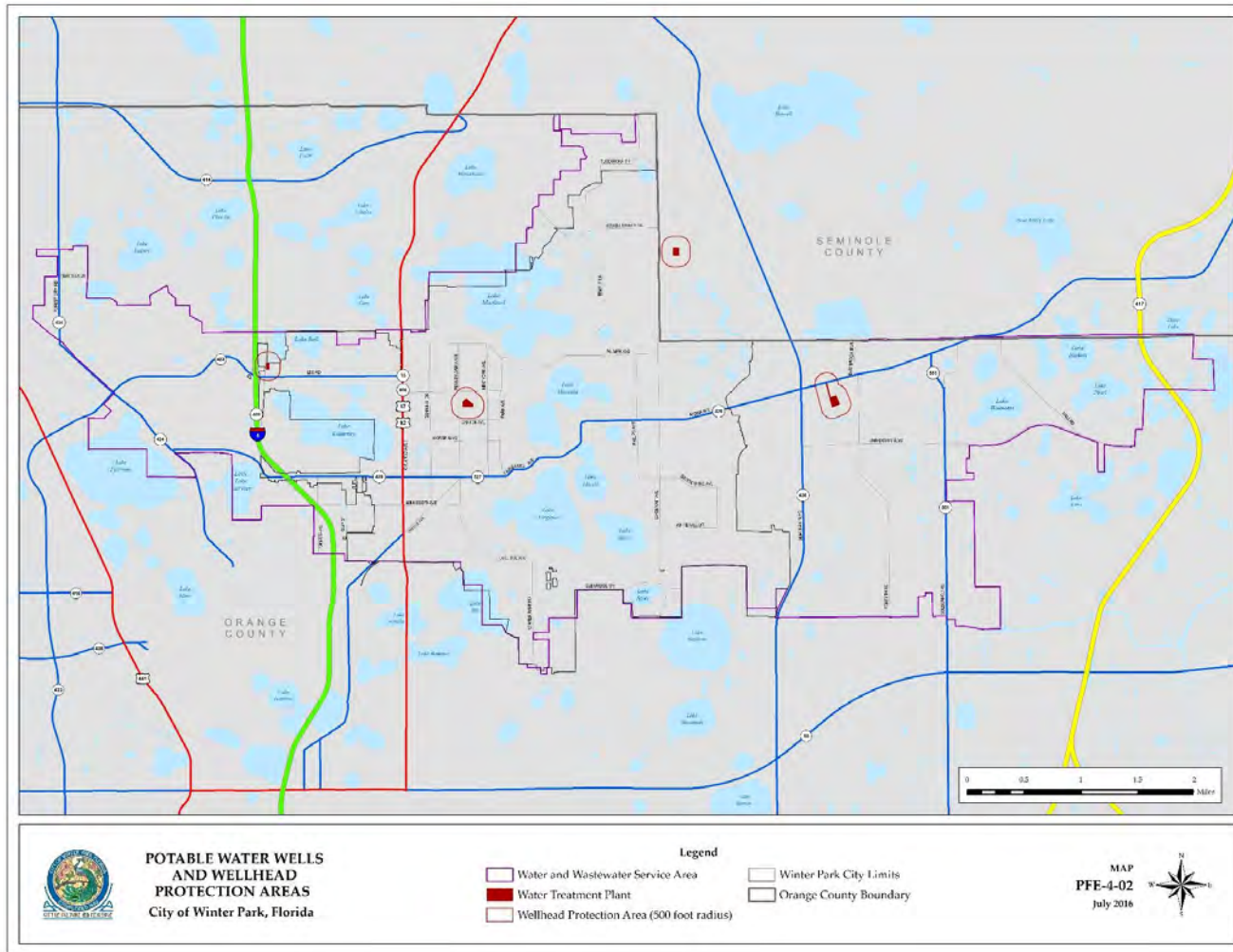
6. Explore opportunities for incentive programs and rebates to ensure positive economic environments for the city's residents and businesses.
7. Continue coordination with the City's Urban Forestry Division in the directional pruning of trees for improperly or inadvertently located vegetation in the right of way where appropriate.

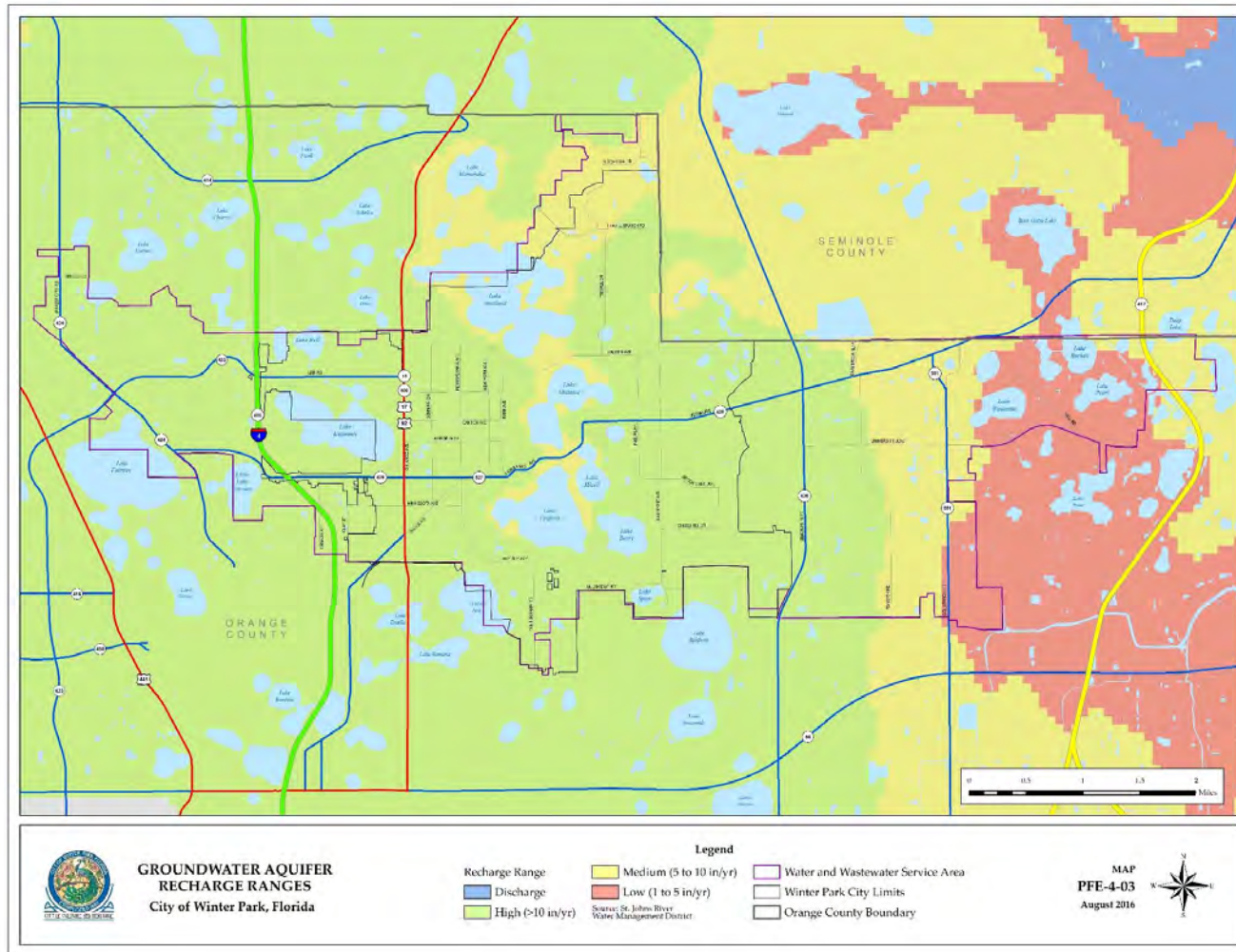
Public Facilities Map Series

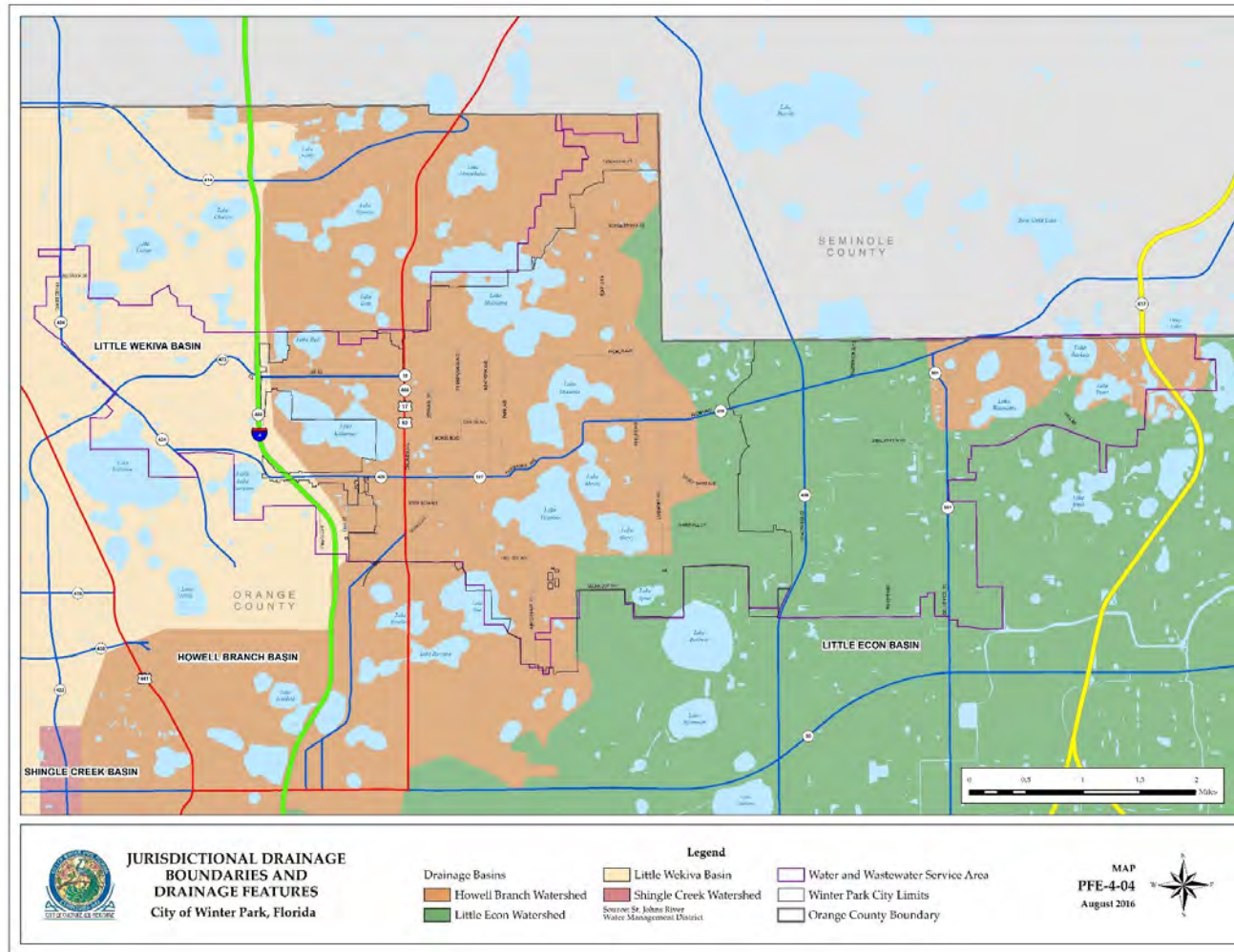
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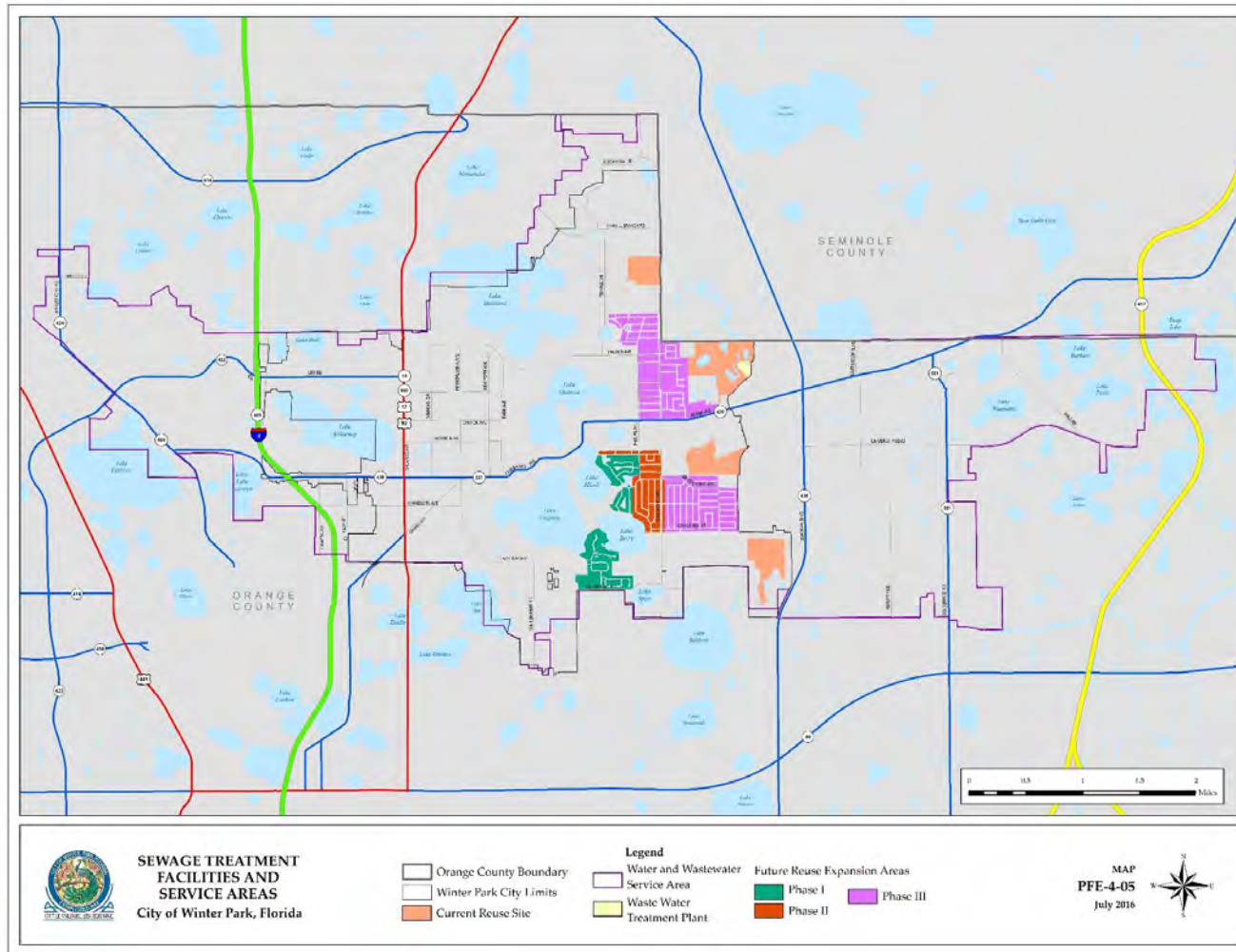
- ~~Map 4-1~~[PFE-4-01](#): Septic Tank and Central Sewer System Service Areas
- ~~Map 4-2~~[PFE-4-02](#): Potable Water Wells & Wellhead Protection Areas
- ~~Map 4-3~~[PFE-4-03](#): Groundwater Aquifer Recharge Ranges
- ~~Map 4-4~~[PFE-4-04](#): Jurisdictional Drainage Boundaries and Drainage Features
- ~~Map 4-5~~[PFE-4-05](#): Sewage Treatment Facilities and Service Areas
- ~~Map 4-6~~[PFE-4-06](#): ~~Electric Utility Distribution Area~~[Map](#)

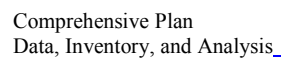














April 28, 2017

D. Ray Eubanks
Plan Processing Administrator
Department of Economic Opportunity
The Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, Florida 32399

RE: City of Winter Park Comprehensive Plan Amendments (16-2ESR)
Subject to State Coordinated Review Process

Dear Mr. Eubanks:

The City of Winter Park has completed the amendments outlined in the City's Evaluation and Appraisal Report sent to the Department on January 31, 2016. As outlined in the letter, the city has updated the adopted 2009 Comprehensive Plan and is requesting a review subject to the State Coordinated Review Process pursuant to Section 163.3184(4), Florida Statutes.

The Local Planning Agency reviewed, approved and transmitted the updates to the City Commission at their meeting on November 7, 2016. The City Commission transmitted, at first reading, the amendments to the DEO for the state's review at their meeting on December 12, 2016.

On February 24, 2017 the City received the Objections, Recommendations, and Comments (ORC) Report from DEO. City staff made the necessary amendments based on the ORC Report as well as additional amendments necessary since the first reading. The City Commission adopted, at second reading on April 24, 2017, the Comprehensive Plan amendments via Ordinance No. 17-_____.

Attached is a list of the amendments, highlighted in yellow, of the additional changes made in the adopted amendment that the DEO and state agencies did not review.

Staff is also transmitting copies of this documentation to the appropriate state and local agencies in digital format as required under Chapter 163.3184(4), Florida Statutes.

If you or your staff have any questions regarding any part of this package, please feel free to contact me at 407-599-3665.

Sincerely,

Dori Stone, AICP
Planning Director

Cc: Mayor and City Commission
Randy Knight, City Manager

Michelle Neuner, Assistant City Manager
Kurt Ardaman, City Attorney
Dan Langley, Assistant City Attorney

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386



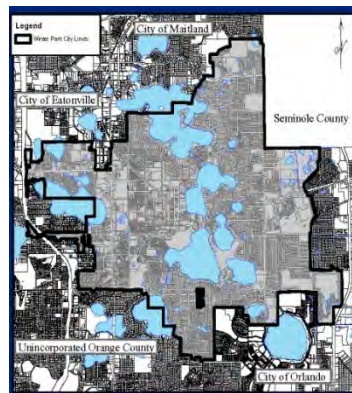
Public Hearing

TO CONSIDER THE ADOPTION OF PROPOSED COMPREHENSIVE PLAN OF THE CITY OF WINTER PARK

NOTICE IS HEREBY GIVEN that the Winter Park City Commission will hold a Public Hearing on Monday, April 24, 2017 at 5:01 p.m., in City Hall Commission Chambers, located at 401 S. Park Avenue in the City of Winter Park, Florida, to consider the adoption of the proposed amendments to the Winter Park Comprehensive Plan.

Pursuant to Chapter 163 of the Florida Statutes, the City of Winter Park intends to transmit the proposed amendments to the Comprehensive Plan to the Florida Department of Economic Opportunity and other State agencies. The Comprehensive Plan comprises the following:

- Future Land Use Element
- Transportation Element
- Housing Element
- Public Facilities Element
- Conservation Element
- Intergovernmental Coordination Element
- Recreation and Open Space Element
- Public Schools Facilities Element
- Capital Improvements Element



Copies of the proposed amendments to the Comprehensive Plan are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at www.cityofwinterpark.org.

All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Publish: March 19, 2017.

April 12, 2017 (Proposed by Hannibal Community residents)

Planning Area H, Hannibal Square Neighborhood

Policy 1-H-__: Encourage the preservation and conservation of historic Hannibal Square Community's cultural buildings and churches, homes and places along West Welbourne Avenue.

Policy 1-H-__: Encourage educational and interpretive walking and bicycling tours throughout the Hannibal Square Community for resident's health.

Please provide any written comments to:

MICHAEL PLANNING OF FLORIDA michaelpanning@gmail.com

Est. 1983, License LA#0000751, Master Planning and Landscape Architecture, Telephone 407 340-5051