



# city commission agenda

June 25, 2018  
3:30 PM

## mayor & commissioners

seat 1  
Gregory Seidel

seat 2  
Sarah Sprinkel

Mayor  
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](http://cityofwinterpark.org).

## meeting procedures

**Persons desiring to address the Commission MUST fill out and provide the 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. The 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.

\*times are projected and  
subject to change

## agenda

### 1. Meeting Called to Order

### 2. Invocation

**Pastor Ed Garvin, Calvary Assembly of God**

**Pledge of Allegiance**

### 3. Approval of Agenda

### 4. Mayor's Report

### 5. City Manager's Report

#### a. City Manager's Report

5 minutes

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

## **7. Non-Action Items**

- 8.** Citizen Comments (items not on the agenda) | 5 p.m. or soon thereafter

## **9. Consent Agenda**

- a. Approve the minutes of June 11, 2018.** 5 minutes
- b. Approve the minor change to Commission minutes of May 14** 5 minutes
- c. Approve the following piggyback agreement and authorize the Mayor to execute:** 5 minutes
1. Lafleur Nurseries & Garden Center, LLC - Piggyback agreement of City of Longwood contract #RFQ02092017 - Landscape Installation Services for Projects Less Than \$500,000; \$150,000
- d. Approve the following purchase and authorize the execution of a purchase order:** 5 minutes
1. All-Rite Fence Services, Inc. - Fencing installation and maintenance services at the Azalea Lane Tennis Center; \$80,000

## **10. Action Items Requiring Discussion**

- a. Four Seasons Condominium Association of Winter Park, Inc. License and Landscape Agreement** 10 Minutes

## **11. Public Hearings**

- a. Resolution - Securing a public library construction grant** 5 minutes
- b. Ordinance - Vacating and abandoning a 15' utility easement - Project Wellness (1)** 10 minutes
- c. Ordinance - Request of Z Properties Group to amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot Future Land Use on the eastern 70 feet of the residentially designated portion of the property at 301 N. Pennsylvania Avenue, and a Zoning map amendment to change from Low Density Residential (R-2) to Parking Lot (PL) on the eastern 70 feet of the residentially designated portion of the property at 301 N. Pennsylvania Avenue. (1)** 10 minutes

- d. **Request of Z Properties Group for Development Plan and subdivision approval for a two-story, 5,494 square foot retail/office building, and the associated parking lot, and a two-story residential home for the benefit of the Hannibal Square Community Land Trust on the property at 301 N. Pennsylvania Avenue, prospectively zoned C-3, PL, and R-2.** 20 minutes
- e. **Ordinance - Request of Sydgan Corp. to amend the "Comprehensive Plan" Future Land Use map from Multi-Family Residential to Central Business District on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East and from Commercial to Central Business District on the property at 227 Hannibal Square East, and to change the Zoning of 218 South Pennsylvania Avenue and 217 Hannibal Square East from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) and from Commercial (C-3) to Commercial (C-2) on the property at 227 Hannibal Square East. (1)** 10 minutes
- f. **Request of Sydgan Corp. for site and building plan approval to construct a two-story approximately 4,275 square foot retail/residential building at 218 South Pennsylvania Avenue and to construct a two-story 5,492 square foot residential building at 217 and 227 Hannibal Square East.** 20 minutes
- g. **Ordinance - Request of Amy Black for a Comprehensive Plan text amendment to the Future Land Use element regarding policies for the subdivision of lakefront properties on Lake Killarney. (1)** 15 minutes
- h. **Request of Amy Black for subdivision approval to split the property at 1800 Boitnott Lane into three single family lots of approximately one acre each in size.** 15 minutes
- i. **Request of Villa Tuscany Holdings LLC for subdivision approval to divide the property at 1298 Howell Branch Road on Lake Temple, zoned R-3, into four lakefront lots ranging in size from 20,473 square feet to 24,892 square feet in size.** 20 minutes
- j. **Request of Verax Investments, LLC for approval of the final building elevations for** 5 minutes

**the proposed medical office building located at  
1111 W Fairbanks Avenue.**

**k. Ordinance - Renewal of Gas Franchise (2)** 10 minutes

## **12. City Commission Reports**

Appeals and Assistance

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"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	Invocation	meeting date	6/25/2018
prepared by	City Clerk	approved by	
board approval		final vote	
strategic objective			

## **subject**

Pastor Ed Garvin, Calvary Assembly of God

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	City Manager's Report	meeting date	6/25/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

City Manager's Report

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

#### Description

City Manager's Report

#### Upload Date

6/18/2018

#### Type

Cover Memo



# city commission **city manager's report**

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

issue	update
Quiet zones	FDOT installed conduit at Canton, New York, Pennsylvania/Webster, Denning and Minnesota to connect the new gate mechanical houses. The first two signal houses were installed at the Pennsylvania/Webster crossing. Expected completion in early 2019.
Seminole County Ditch Drainage Improvement	Draft report received May 22 <sup>nd</sup> . Preliminary drainage improvements design to be completed by Summer 2018.
Electric undergrounding	<p><b><u>Miles of Undergrounding Update</u></b></p> <p>Project G: 4.03 miles      26% complete</p> <p>McKean Circle Phase 2 is complete.</p> <p>S. Virginia Ave. near Lyman: .41 miles      35% complete</p> <p><b>TOTAL so far for FY 2018:      3.8 miles</b></p>
Fairbanks transmission	Attended meeting with Duke Energy and contractor on 6/6/18. Tentative start date is 10/1/18. Funds secured to begin project.
Power contracts	10MW GRU expires in 2019. ITN has been released to secure 10MW block to replace GRU.
Denning Drive	Phase 2a from Fairbanks to Morse is substantially complete; awaiting striping and landscaping for final completion. Phase 2b from Morse to Canton is underway with demolition, storm pipe installation and curbing. Anticipate this phase being substantially complete in mid-July.
Library Design	Architect team is currently working on Design development following recent commission meeting approvals and work session clarifications of add/alternates. Additional Team meetings were held with the City/Library stakeholders the week of June 11 as a part of further refinement so design development can be completed this summer.

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





# city commission **agenda item**

item type	Consent Agenda	meeting date	6/25/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Approve the minutes of June 11, 2018.

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

Description	Upload Date	Type
Minutes	6/18/2018	Cover Memo

**REGULAR MEETING OF THE CITY COMMISSION  
JUNE 11, 2018**

Mayor Steve Leary called the meeting of the Winter Park City Commission to order at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Craig Blocher, First United Methodist Church of Winter Park, followed by the Pledge of Allegiance. Mayor Leary asked for a moment of silence for the second anniversary of the Pulse tragedy.

Members present:

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

Also Present:

City Manager Randy Knight  
City Attorney Dan Langley  
Debbie Wilkerson (for City Clerk)

**Approval of agenda**

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

**Mayor's Report**

- a. Presentation – Best of Show – 2018 Sidewalk Art Festival

Monte Livermore and Amy Thrasher, Co-Presidents of the Winter Park Sidewalk Festival presented the Best of Show for 2018 by artist Richard Currier.

Other issues

Mayor Leary stated he received three public notices in the mail for various projects within the City and that one project includes a parking garage with Rolling College. He asked if Rollins would consider discussing opportunities for additional parking within that structure with the City. There was a consensus to have this discussion with Rollins.

Mayor Leary commented about the size of murals and did not know why they would limit the size of murals on buildings. He stated he would like to reconsider the size they put on these and bring this back to the Commission.

**City Manager's Report**

City Manager Knight stated they met with the architects for the Library and Events Center today and they plan to bring in plans this fall for Commission approval.

City Manager Knight provided an update on the Fairbanks Avenue transmission. An update will be provided to individual Commissioners.

Commissioner Seidel mentioned the email that the sale of the bowling alley property on Fairbanks Avenue closed. He asked if parking and setbacks were being looked at. City Manager Knight stated they have been working with the developer.

Commissioner Weldon commented about the benefit to the public of being informed of the I-4 Ultimate project and any responsibilities for Winter Park.

Commissioner Cooper commented about previous discussions regarding cross access easements any time a property is up-zoned if they are along our major corridors. She asked that this be put on an agenda for further discussion.

### **City Attorney's Report**

No report.

### **Non-Action Items**

#### a. Discussion of Mixed Use Future Land Use

Planning Director Dori Stone presented the last part of the comprehensive plan they need to address. She asked whether the current land use and zoning categories are sufficient to promote the best development in Winter Park or does the City want a specific mixed use development option for properties that are located along the gateway corridors of the City. She summarized how they have defined successful mixed uses in the past and moving forward including Park Avenue, Hannibal Square, and the Winter Park Village. She addressed C-2 zoning only being allowed in the downtown area, parking challenges as well as other challenges and potential benefits of mixed use.

Ms. Stone spoke about the need to look at more open space and green space, to make the community walkable for projects moving forward, and to look at improved traffic circulation and shared parking needs. She further elaborated on what they need to take into consideration when looking at mixed use developments. Ms. Stone spoke about mixed use districts only working if there is transparency in the planning process and recommended adding two steps to the process including having at least one public meeting with citywide notice with the property owner and to expand the City's Development Review Committee to have a public meeting prior to P&Z.

Ms. Stone concluded that the City already has the ability to provide low-intensity mixed-use development along gateway corridors. She stated staff is wanting direction on the Commission's desire to provide property owners the opportunity to build outside the traditional land use and zoning patterns in return for more community input and assets. She asked if the current land uses and zoning categories are sufficient to promote the best development or if the City wants a specified mixed-use development option for properties located along gateway corridors within the City. She asked for direction on this.

Mayor Leary asked how long the process would take to investigate this to meet the comprehensive plan requirements. Ms. Stone stated they need to work with the consulting team to bring the community together, look at corridors (recommended Orange Avenue), and talk to the property owners. Ms. Stone believed it would be a six-month process.

Commissioner Sprinkel commented that she looks at this as a mechanism in which you can create another type of Park Avenue and was in support of mixed-use development.

Commissioner Seidel asked if you can have mixed-use development without increasing the densities of the current zoning along the corridors or to have successful mixed-use if they have to increase the densities. Ms. Stone stated that would be part of the discussions and further addressed this.

Commissioner Cooper spoke about agreeing with staff that our existing codes allow low density mixed-use. She addressed the C-1 code that addresses developments along major corridors. She asked what the public amenities are that they feel they do not have now and that our current codes do not give them the authority to request. She stated they need to discuss these.

Commissioner Weldon stated he did not believe we need our consultants to review this but wanted to go through it with staff, the public, and Commission. He spoke about Hannibal Square that has had great results and that those type of pursuits are worthwhile in the absence of doing nothing.

Mayor Leary stated they need to look at Orange Avenue as a corridor and that they would be doing a disservice to the community to allow each property owner to do what they are currently allowed to do under code. He stated they have a consensus to move forward with the next discussion. Ms. Stone commented a work session with the Commission would be most helpful.

### **Winter Park Garden Club members**

The Commission thanked the members for the flowers on the dais.

Emily Bader, Garden Club, spoke about the cheer mugs they take to club members friends or to a facility in town to add cheer to someone each month. She stated it is National Garden Club Month and is why the Commission is receiving them today and for thanking the Commission for what they do.

Peggy Bohl, Garden Club, spoke about Winter Park and that the Garden Club will be 100 years old in three years that she will be working hard on. She stated the City's arts and culture is exemplary in the United States and as part of their anniversary they want to include everyone in Winter Park and would value the Commission's help.

### **Consent Agenda**

- a. Approve the minutes of May 14, 2018.
- b. Approve the following purchase and authorize the execution of subsequent purchase orders:
  1. Traffic Control Devices, Inc. - Continued citywide signal maintenance, as well as upgrades of the traffic signals at 17-92 & Morse Blvd; \$200,000
- c. Approve the following piggyback agreements and authorize the Mayor to execute:
  1. Stuart C. Irby Co. - Renewal of existing piggyback of OUC contract #3601-2 OQ for the provision of Padmount Switchgears; \$200,000
  2. DataProse, LLC - Piggyback of City of Boca Raton contract #2016-023 for Utility Bill Printing & Distribution Services; \$200,000
  3. T.V. Diversified, Inc. - Renewal of existing piggyback of City of West Palm Beach contract #ITB-13-14-129 for Lift Station Repairs & Rehabilitation Services; \$200,000
- d. Approve the following contract amendment and authorize the Mayor to execute:
  1. HDD of Florida, LLC - Amendment 4 to IFB-8- 2014 - Underground Utility Services to allow for the boring of 30" stormwater HDPE; \$175,000
- e. Approve the FY18 budget amendment for the Golf Course.

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

### **Action Items Requiring Discussion**

No action items.

**Public Hearings:**

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF WINTER PARK, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE; AND REPEALING AND REPLACING THE PRIOR ORDINANCE AND FRANCHISE AGREEMENT First Reading

Attorney Langley read the ordinance by title. City Manager Knight spoke about the franchise with Peoples Gas needing renewal for another 10 years.

**Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner Weldon.** There were no public comments. **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. ORDINANCE NO. 3110-18: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO ADOPT NEW ZONING REGULATIONS CHANGING THE PERMITTED, CONDITIONAL PROHIBITED USES AND DEVELOPMENT STANDARDS WITHIN THE OF THE CITY BY ADOPTING A NEW MEDICAL ARTS ZONING DISTRICT AND AMENDING THE MULTI-FAMILY (R-3) DISTRICT AND PARKING LOT (PL) DISTRICT AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED APRIL 24, 2017; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE Second Reading

Attorney Langley read the ordinance by title. Planning Director Dori Stone spoke about speaking with the City Attorney after the last hearing and all the amendments made who offered simple changes to the ordinance. She asked for support. The changes are as follows: Under the first paragraph under 'Purpose', to clarify where Medical Arts Districts are only permitted; and under (b)(1) 'Application', to change Figure 1-14a to Figure 1-14a of the Future Land Use element of the comprehensive plan. She asked if they wanted to consider a change to the O-1 zoning standard for Medical Arts Districts under (f)(1) Development Standards regarding setbacks. No consensus was reached on this change.

**Motion made by Mayor Leary to adopt the ordinance as presented with the first two changes recommended by staff; seconded by Commissioner Sprinkel.**

**Motion amended by Commissioner Cooper for the high density Medical Arts Districts that we require a perimeter setback of not less than 20'. Motion failed for lack of a second.**

Commissioner Seidel stated he needed more discussion and insight on the amendment as to what they are actually talking about before considering this.

**Motion made by Commissioner Cooper to table this until they have an opportunity to discuss. Motion failed for lack of a second.**

There were no public comments made.

**Upon a roll call vote on the main motion with the two recommended staff changes, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

**City Commission Reports:**

Commissioner Seidel – Addressed the Medical Arts District amendment by Commissioner Cooper that failed and that he would be happy to discuss this again. He was reminded that as part of the prevailing side he or another member would have to bring this up for reconsideration.

Commissioner Seidel asked about the golf course revenue and if the numbers have been reviewed. City Manager Knight stated the budget adjustment made this evening only provided a budget adjustment that balanced and did not budget the extra profit from selling merchandise.

Commissioner Seidel spoke about wanting reasonable people to sort out reasonable regulations for gun control.

Commissioner Sprinkel – No report.

Commissioner Cooper – Asked if the Medical Arts District for the hospital goes all the way to Aloma Avenue.

Commissioner Weldon – Spoke about meeting and participating as a guest at the Blue Bamboo Center for the Arts on Kentucky Avenue and encouraged everyone to attend the free shows this week.

Commissioner Weldon addressed the traffic concerns of Commissioner Seidel and his interest in meeting to discuss tangible investments and traffic items Commissioner Seidel is convinced would make a meaningful difference. Commissioner Sprinkel

expressed her disagreement with two Commissioners designing a meeting without the remainder of the Commission being included. Commissioner Cooper agreed with Commissioner Sprinkel. Commissioner Weldon stated all Commissioners are welcome to attend any meeting. Public Works Director Attaway addressed the upcoming FDOT meeting where the FDOT offered the ability for staff to go and see the control room that is running the 17-92 corridor and other corridors. He stated Commissioner Seidel expressed interest in attending as well as Commissioner Weldon. Mayor Leary stated they need to make sure there are no problems with two Commissioners attending. Commissioner Seidel stated after the 17-92 job is under contract they should have a joint session with the Transportation Advisory Board.

Commissioner Weldon addressed speaking with the City Manager about Planning Director Stone's departure of the City and about what they want for the City in terms of a planning director. He voiced his preference of having an experienced planning manager or director from a similar city in terms of an urban environment with a population of at least 25,000-40,000 with successful experience to finding and implementing zoning that is proven to be strategically successful. Mayor Leary stated everyone should voice their preferences to the City Manager.

Mayor Leary – No report.

**Public comments (items not on the agenda):**

There were no comments made.

The meeting adjourned at 5:00 p.m.

\_\_\_\_\_  
Mayor Steve Leary

ATTEST:

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





# city commission **agenda item**

item type	Consent Agenda	meeting date	6/25/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Approve the minor change to Commission minutes of May 14

## **motion / recommendation**

Commission decide whether to change the minutes.

## **background**

The May 14 minutes were approved on June 11. Last week, Mr. Michael Perelman contacted us asking that we add an additional word to his comments made. The minutes reflected parking at the new library/events center. He has asked that they state 'handicap' parking instead of how they were worded as parking in general. The City Clerk listened to the recording and Mr. Perelman did in fact refer to handicap parking in his comments. With the Commission's approval the minutes will be modified accordingly.

## **alternatives / other considerations**

Leave the minutes as is.

## **fiscal impact**



# city commission agenda item

item type	Consent Agenda	meeting date	6/25/2018
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Approve the following piggyback agreement and authorize the Mayor to execute:

1. Lafleur Nurseries & Garden Center, LLC - Piggyback agreement of City of Longwood contract #RFQ02092017 - Landscape Installation Services for Projects Less Than \$500,000; \$150,000

## **motion / recommendation**

Commission approve the item as presented.

## **background**

A formal solicitation was issued by the originating agency to award this contract.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditure included in approved FY18 budget.

### ATTACHMENTS:

Description	Upload Date	Type
Piggyback Contracts	6/18/2018	Cover Memo



# city commission agenda item

item type	Piggyback Contracts	meeting date	June 25, 2018
prepared by department division	Procurement Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		final vote

## Piggyback Contracts

	vendor	item   background	fiscal impact	motion   recommendation
1.	Lafleur Nurseries & Garden Center, LLC	Piggyback agreement of City of Longwood contract #RFQ02092017 – Landscape Installation Services for Projects Less Than \$500,000	Total expenditure included in approved FY18 budget. Amount: \$150,000	Commission approve the agreement and authorize the Mayor to execute.
A formal solicitation was issued to award this contract.				



# city commission **agenda item**

item type	Consent Agenda	meeting date	6/25/2018
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Approve the following purchase and authorize the execution of a purchase order:

1. All-Rite Fence Services, Inc. - Fencing installation and maintenance services at the Azalea Lane Tennis Center; \$80,000

## **motion / recommendation**

Commission approve the item as presented.

## **background**

An existing piggyback agreement of Orange County contract #Y16-1075 shall be utilized to make this purchase.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditure included in approved FY18 budget.

### ATTACHMENTS:

Description	Upload Date	Type
Purchases Over \$75k	6/18/2018	Cover Memo



# city commission agenda item

item type	Purchases over \$75,000	meeting date	June 25, 2018
prepared by department division	Procurement 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.	All-Rite Fence Services, Inc.	Fencing installation and maintenance services at the Azalea Lane Tennis Center	Total expenditure included in approved FY18 budget. Amount: \$80,000	Commission approve the purchase and authorize the issuance of a purchase order.
An existing piggyback agreement of Orange County contract #Y16-1075 shall be utilized to make this purchase.				



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	6/25/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructure, Public Health and Safety		

### **subject**

Four Seasons Condominium Association of Winter Park, Inc. License and Landscape Agreement

### **motion / recommendation**

Motion to approve the License and Landscape Agreement between the City of Winter Park and the Four Seasons Condominium Association of Winter Park, Inc.

### **background**

The renovation of the 30' wide open drainage ditch that runs the south and west perimeter of the Four Seasons Condominiums has long been a goal of the Public Works Department. The goal is to enclose the ditch, underground piping, meandering sidewalk connecting Aloma Avenue to the Cady Way Trail in Cady Way Park, a wrought iron fence along two sections of the Four Seasons Condominiums property line, benches and landscaping along the way. See attached drawings. An FDOT Local Agency Program (LAP) grant was awarded in 2009 for the design of the project. This design process has included negotiations for the many easements this project traverses.

The negotiations have all been completed with the exception of this License and Landscape agreement with the Four Seasons Condominium Association.

This agreement serves to define the scope of work and delineate ongoing responsibility, easement rights and ownership of project improvements.

Easement access is granted by the Four Seasons Condominium Association for construction and all related ongoing maintenance and repair to the new stormwater piping and property surrounding it. The ownership and ongoing repair and maintenance of the new fence is to be the responsibility of the condominium association.

Agreement was approved by the Four Seasons Condominium Association on June 13, 2018.

Construction funding is expected in 2020 FDOT LAP Grant.

### **alternatives / other considerations**

**fiscal impact**

**ATTACHMENTS:**

Description	Upload Date	Type
License and Landscape Agreement	6/13/2018	Backup Material
Agreement Exhibit A Aerial	6/13/2018	Backup Material
Agreement Exhibit B Map	6/13/2018	Backup Material
Agreement Exhibit C Fence Example	6/13/2018	Backup Material

## **License and Landscape Agreement**

This License and Landscape Agreement (hereinafter the “Agreement”), effective as of the date it is last executed by all parties to this Agreement, is entered into by and between The City of Winter Park (hereinafter the “City”), whose address is 401 Park Avenue South, Winter Park, FL 32789-4386, and Four Seasons Condominium Association of Winter Park, Inc. (hereinafter the “Association”), whose address is 2180 West State Road 434, Suite 5000, Longwood, FL 32779.

### WITNESSETH:

WHEREAS, the City is a political subdivision of the State of Florida; and

WHEREAS, the Association is a Florida Not For Profit Corporation; and

WHEREAS, the Association was established to and does perform the functions of a condominium association pursuant to Florida law and that certain Declaration of Condominium of Four Seasons, A Condominium, recorded in Official Records Book 3188, Page 1188, Public Records of Orange County, Florida, as amended (hereinafter the “Declaration”), which encumbers that certain real property more particularly described in the Declaration and in Condominium Book 6, Page 55, Public Records of Orange County, Florida (hereinafter the “Association Property”), which real property was developed as a residential condominium development consisting of 317 residential units, parking lots, driveways, drainage system, signage, swimming pools, landscaping, clubhouses and other improvements, the foregoing of which are generally depicted on the aerial map attached hereto as Exhibit “A”; and

WHEREAS, the Association Property is encumbered by numerous easements, including but not limited to, a Drainage Easement recorded in Official Records Book 1409, Page 453, Public Records of Orange County, Florida (hereinafter the “South Easement”) and two (2) Right of Way Agreement and Drainage Easements recorded in Official Records Book 1849, Page 152 and Official Records Book 1849, Page 155, Public Records of Orange County, Florida (hereinafter collectively referred to as the “West Easement”), and both the South Easement and West Easement areas are currently utilized as drainage ditches which convey storm water runoff from the Association Property and other properties, with said uses being consistent with the terms and conditions of these recorded easements; and

WHEREAS, the drainage ditches located within the South Easement and West Easement are heavily vegetated with invasive plants, bushes, trees, yard and trash debris, and sediment which negatively impact the drainage flow through these ditches and pose a health, safety and welfare concern for the City’s residents, including the Association residents and the public; and

WHEREAS, the City has over the years at the Association’s request cleared and maintained the ditches so as to improve the drainage flow through the ditches for the benefit of the City’s residents, including the Association residents and the public; and



WHEREAS, the City has plans to construct a recreational trail for public use which will extend and connect the existing recreational trail n/k/a the Cady Way Trail to St. Andrews Boulevard and to Aloma Avenue (hereinafter the "Project"), which will include the construction of a paved trail twelve (12) feet in width, a storm water drainage system, landscaping, and other related improvements necessary for, or in conjunction with, the trail, the general description of which matters are set forth on the attached Exhibit "B"; and

WHEREAS, the Association agrees that the City as part of the Project intends to clear the vegetation within and immediately adjacent to both the South Easement and West Easement and install drainage pipes to improve drainage flow within the drainage ditches located within both the South Easement and West Easement areas and backfill soil material to cover the drainage pipes to eliminate the drainage ditches located within the South Easement and West Easement; and

WHEREAS, the City intends to construct as part of the Project a segment of the paved recreational trail within the West Easement; and

WHEREAS, many residents of the Four Seasons Condominium are elderly and some of the residents of the Four Seasons Condominium are handicapped, the City will use its best efforts during the construction of the Project to minimize noise and disruption of ingress and egress to the Association Property; and

WHEREAS, both the City and Association agree that the proposed recreational trail and related improvements to be constructed as part of the Project, including but not limited to the paved trail and drainage pipes, are consistent with the terms and conditions of the recorded easements for both the South Easement and West Easement, and the Declaration, as such may have been amended; and

WHEREAS, as part of the Project the City has offered to install and maintain landscaping within both the South Easement and West Easement areas and construct a wrought iron style fence within or along a portion of the West Easement for the benefit of the Association; and

WHEREAS, the Association agrees to grant an irrevocable license to the City authorizing the City to install, maintain, repair, use, operate and replace landscaping, and other Project related improvements, including but not limited to a paved recreational trail and drainage pipes within the South Easement and West Easement, and construct a wrought iron style fence within or immediately adjacent to the West Easement.

## AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals, the mutual promises herein contained and \$10.00 and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein as material provisions of this Agreement.
2. Elimination of Drainage Ditches. As part of construction of the Project, the City will clear the South Easement and West Easement areas, including but not limited to the drainage ditches, of vegetation and sediment, and install drainage pipes and appurtenances, including but not limited to any juncture boxes needed to connect existing pipes conveying storm water runoff from the Association's parking lot areas to the drainage pipes to be installed as part of the Project, as designed and required by the City and its engineers and consultants within the South Easement and the West Easement. The drainage pipes and appurtenances will be sized as determined by the City's engineers and consultants to accommodate the rates and volumes necessary for Project construction. Upon installation of the drainage pipes and appurtenances, the City will backfill soil material over the pipes and appurtenances thereby eliminating the drainage ditches within the South Easement and the West Easement. Upon completion of the backfilling of the ditches, the surface area within the easements will be graded and harmonized to match the existing surface areas adjacent to the easements. The City will be responsible for the future maintenance, repair, and replacement, as the City in its sole discretion deems necessary, of these drainage pipes and appurtenances. Both the City and the Association agree that the City has the right to clear and modify the ditches and easements as set forth herein and that the clearing activity and the modifications are consistent with the terms and conditions of the recorded easements creating the South Easement and the West Easement, and the Declaration. The clearing of the vegetation within and adjacent to these ditches along with the proposed modifications to the existing ditches will eliminate the accumulation of vegetation, debris, and sediment which impede drainage flow, and thus reduce the ongoing maintenance concerns associated with the existing drainage ditches. The Association hereby grants an irrevocable license to the City in accordance with the terms and conditions of this Agreement authorizing the City to enter the South Easement and West Easement areas, as well as the Association Property located contiguous to those easement areas, to clear the easement areas, and to construct, maintain, use, repair and replace, as the City in its sole discretion deems necessary, the drainage pipes and appurtenances, including but not limited to any juncture boxes needed to connect existing pipes conveying storm water runoff from the Association's parking lot areas to the drainage pipes to be constructed as part of the Project.
3. Project Related Improvements. As part of Project construction, the following improvements will be made by the City:

- a. South Easement. After providing fourteen (14) days written notice to the Association, the City will clear existing vegetation and install, maintain and replace as necessary or appropriate, in the sole discretion of the City, landscaping for the benefit of the Association and the public within the South Easement south of the existing wall. The Association hereby grants an irrevocable license to the City in accordance with the terms and conditions of this Agreement authorizing the City to enter upon the South Easement to clear existing vegetation and to install, maintain and replace any such landscaping with the understanding that the clearing, maintenance and replacement of any such landscaping shall be done within the City's sole discretion.
- b. West Easement. The following improvements will be installed or constructed within the West Easement as part of the Project:
  - i) Landscaping. Landscaping for the benefit of the Association and the public will be installed by the City. The Association hereby grants an irrevocable license to the City in accordance with the terms and conditions of this Agreement authorizing the City to enter upon the West Easement to clear existing vegetation, and to install, maintain and replace any such landscaping with the understanding that the clearing, maintenance and replacement of any such landscaping shall be done within the City's sole discretion;
  - ii) Wrought Iron Fence. The City will construct within or along a portion of the West Easement a six (6) foot high wrought iron fence (hereinafter referred to as the "Wrought Iron Fence"). This Wrought Iron Fence is being constructed by the City solely at the request and for the benefit of the Association and the public. This Wrought Iron Fence is not necessary for the construction and the future maintenance of the recreational trail. Said Wrought Iron Fence will be designed, constructed and located as generally depicted by the conceptual drawings attached hereto and incorporated herein as Exhibits "B" and "C". The Association hereby grants an irrevocable license to the City in accordance with the terms and conditions of this Agreement authorizing the City to enter upon and immediately adjacent to the West Easement area to clear vegetation and to construct the Wrought Iron Fence as the City determines in its sole discretion is necessary. After construction of the Wrought Iron Fence, the Association, at its costs, shall be responsible for the repair, maintenance, care and replacement of the Wrought Iron Fence.
  - iii) Recreational Public Use Paved Trail. The City will construct a paved recreational trail for use by the general public, said trail will be approximately twelve feet (12) in width and utilized by the general public, including the Association residents, for use by pedestrians, bicycles and other non-motorized vehicles. This portion of the trail will be located, at least in part, within the West Easement and extend from the south boundary to the north boundary of the West Easement as generally depicted by the conceptual drawing attached hereto and incorporated herein as Exhibit "B". The Association hereby grants an irrevocable license to the City in accordance with the terms and conditions of this Agreement authorizing the City to enter upon the West Easement to clear vegetation and construct, maintain, use, operate, repair, and replace the recreational trail as the City determines in its sole discretion is necessary.

4. Acknowledgement of City's Rights. Both the City and the Association agree that the City has the right to clear existing vegetation and to modify and construct the Project within, and improve the South Easement and West Easement and that the clearing activity and the modifications and applicable improvements to be constructed, used, maintained, operated, repaired and replaced as part of the Project as identified in paragraphs 2 and 3 of, and as otherwise provided in this Agreement are consistent with the terms and conditions of the recorded easements creating the South Easement and the West Easement, and the Declaration. Further, both Parties agree that upon completion of installation or construction of these improvements, the City has the right under the terms and conditions of the recorded easements creating the South Easement and the West Easement, and the Declaration to maintain, use, operate, repair and replace, as necessary within the City's sole discretion, these improvements subject to paragraph number 6 to this Agreement.
5. Irrevocable License. The Association hereby grants to City an irrevocable license upon, under, over, across and through the South Easement and West Easement to carry out the clearing, construction, maintenance, use, operation, repair, and replacement activities as set forth in this Agreement. To the extent that any portion of the Wrought Iron Fence is located on City Property, the City will grant to the Association a right of entry upon, under, over, across and through such Property to allow the Association to maintain, repair and replace such portion of the Wrought Iron Fence as necessary so long as a determination is made by the City prior to commencement of any such work that there will be no adverse impacts to City Property, including the recreational trail. Said determination will be made by the City within ten (10) business days of receipt by the City's Public Work Director of a written request for a right of entry by or on behalf of the Association which request shall include a detailed description of the work to be accomplished on City Property. This will allow the City to determine whether safeguards, if any, need to be implemented by the Association prior to commencement of such work.
6. Ownership of Project Improvements. All improvements required to be made per the terms of this Agreement shall be owned by the City, except for the Wrought Iron Fence which, once constructed by the City, it shall belong to and be the responsibility of the Association. The City shall have no responsibility to maintain, repair or replace the Association's existing buffer wall located along the south side of the Association Property.
7. Interference with Rights. Neither Party shall take, or allow any person or entity under its control to take, any action which interferes or potentially interferes with the rights granted herein. In the event that such interference occurs, each Party shall have ten (10) days, upon written notice received from the other Party, to remove or halt the interference, and failure to do so within the allotted time shall constitute a breach of this Agreement.
8. If Agreement/Terms Found Invalid. If any provision of this Agreement is determined to be invalid, unenforceable, or void by a court of competent jurisdiction, the remaining provisions shall remain in effect.

9. When Agreement Effective. This Agreement shall have no effect until 1) the Agreement is approved by the Association and executed on behalf of the Association and the executed Agreement is delivered to the City; and 2) the Agreement is approved by the Winter Park City Commission and executed by or on behalf of the City.
10. Non-Waiver of Sovereign Immunity. Neither this Agreement nor anything contained herein, nor any action taken in accord with this Agreement, nor anything contained in any instrument executed pursuant to the terms of this Agreement, shall constitute or be considered as a waiver by City of its respective sovereign immunity.
11. Attorney Fees. In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, each party in such dispute shall be responsible for its own fees and expenses (including, without limitation, costs of investigation, attorneys' fees and litigation expenses) incurred in connection therewith.
12. Recordation. The City may record this Agreement and/or a copy or memorandum thereof in the public records of Orange County, Florida.
13. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon the successors, assigns, licensees, contractors, and consultants of the parties. The Parties further acknowledge that by law a license can become binding on successive parties in interest to the licensor and assignees if the licensee expends substantial funds in reliance upon the license and the successor in interest to the licensor takes the property in question with notice of the license and the licensee's reliance thereon. Recordation of this Agreement constitutes notice to all successors in interest and assigns of each Party of the license rights granted herein to the City, and of the substantial expenditures that have been and will hereafter be made by the City in carrying out the terms of this Agreement, including but not limited to the construction of the improvements required by the terms of this Agreement, such that all successors and assigns are bound and benefited by this Agreement.
14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral, or implied, with respect to the subject matter of this Agreement.
15. Modifications and Waiver. Modifications of this Agreement and waivers of rights or obligations herein described are not effective unless in writing and signed by the Parties. Failure by a Party to object to a breach or to enforce a right or obligation under this Agreement shall not constitute a waiver of such right or obligation.
16. Informed Execution. This Agreement is entered into voluntarily by the City and the Association without duress and after full review, evaluation and consideration by each Party. Each Party is either represented by counsel or has been afforded an opportunity to retain counsel for review of this Agreement.

17. Captions. The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or otherwise affect the substance of this Agreement.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Florida without reference to choice of law or conflict of law principles, and venue shall be in Orange County, Florida.

**[SIGNATURES ON FOLLOWING PAGE]**

**Witnesses**

**FOUR SEASONS CONDOMINIUM  
ASSOCIATION OF WINTER PARK, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ of **FOUR SEASONS  
CONDOMINIUM ASSOCIATION OF WINTER PARK, INC.**, on behalf of the Association.  
He [is personally known to me] [has produced \_\_\_\_\_ as identification].

[NOTARY SEAL]

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

**ATTEST:**

**CITY COMMISSION  
CITY OF WINTER PARK**

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Steve Leary, Mayor/Commissioner

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ of **CITY OF WINTER PARK**, a  
Florida limited liability company, on behalf of the company. He [is personally known to me] [has  
produced \_\_\_\_\_ as identification].

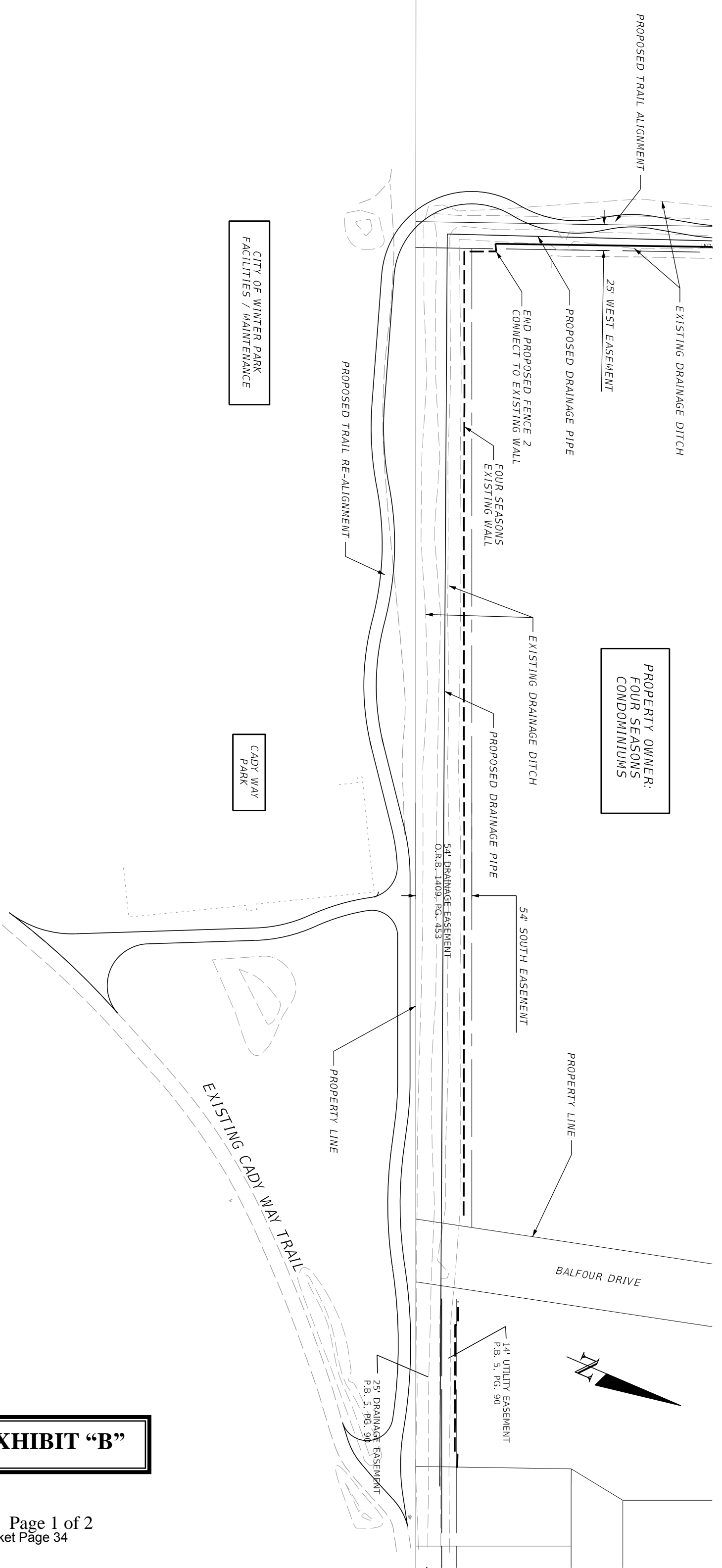
[NOTARY SEAL]

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

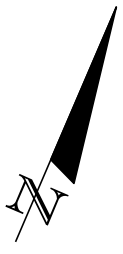




**EXHIBIT "A"**



**EXHIBIT "B"**



LOCH LOMOND DR

ST. ANDREWS BLVD  
APPARENT R/W LINE

WARD PARK

ST. ANDREWS  
UNITED METHODIST  
CHURCH

PROPERTY OWNER:  
FOUR SEASONS  
CONDOMINIUMS

25' DRAINAGE EASEMENT  
ORR: 1849 PG. 213  
ORR: 1849 PG. 155

BEGIN PROPOSED FENCE 1

PROPERTY LINE

PROPOSED DRAINAGE PIPE

EXISTING DRAINAGE DITCH

END PROPOSED FENCE 1

BEGIN PROPOSED FENCE 2

PROPOSED TRAIL ALIGNMENT

25' WEST EASEMENT

EXISTING DRAINAGE DITCH

PROPOSED DRAINAGE PIPE

EXISTING DRAINAGE DITCH

PROPOSED TRAIL ALIGNMENT

25' WEST EASEMENT

PROPOSED DRAINAGE PIPE

END PROPOSED FENCE 2  
CONNECT TO EXISTING WALL

FOUR SEASONS  
EXISTING WALL

PROPOSED TRAIL RE-ALIGNMENT

CITY OF WINTER PARK  
FACILITIES / MAINTENANCE

**EXHIBIT "B"**



Agenda Packet Page 36

**EXHIBIT "C"**



# city commission **agenda item**

item type	Public Hearings	meeting date	6/25/2018
prepared by	City Manager	approved by	City Manager
board approval	final vote		
strategic objective			

## **subject**

Resolution - Securing a public library construction grant

## **motion / recommendation**

Adopt the resolution.

## **background**

This resolution is necessary as part of the grant application process for construction funds for the new library. It is our understanding as a non-profit that Winter Park Public Library is not eligible for the grant directly; therefore, the City has to be the applicant.

The City Commission has adopted the same Resolution the past two years but the State did not fund the grant program to a level to award a grant to the city. The maximum grant amount is \$500,000.

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

Description

Resolution

Upload Date

6/18/2018

Type

Cover Memo

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE REQUIRED ASSURANCES INCLUDED WITHIN THIS RESOLUTION IN ACCORDANCE WITH THE REQUISITE LIBRARY CONSTRUCTION GRANT REQUIREMENTS ESTABLISHED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE PURPOSE OF SECURING A PUBLIC LIBRARY CONSTRUCTION GRANT; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Winter Park is applying for a construction grant from the Florida State Library for \$500,000 to go towards the construction of the new Library.

**WHEREAS**, the City Commission authorizes the required assurances in accordance with the requisite library construction grant requirements established by the Florida Department of State, Division of Library and Information Services, for the purpose of securing a public library construction grant; and

**WHEREAS**, it is recommended that the required assurances are included in accordance with the requisite grant requirements established by the Florida Department of State.

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

SECTION 1. That the City Commission hereby gives the assurance that the required \$500,000 dollar-for-dollar funding match requested will be available and unencumbered at the time of grant award on July 1, 2019.

SECTION 2. That the City Commission hereby gives the assurance that funding is sufficient and will be available in order that the project will result in a completed library building.

SECTION 3. That the City Commission hereby gives the assurance that upon completion of the project, sufficient funds will be available to operate the facility.

SECTION 4. That the City Commission hereby gives the assurance that the building will be used exclusively for public library purposes for which it was constructed and submission of proposed changes in use will be submitted to the Division for approval if within 20 years of the completion of the construction project.

SECTION 5. This Resolution shall take effect immediately upon approval.

**ADOPTED BY THE CITY COMMISSION ON JUNE 25, 2018.**

\_\_\_\_\_  
Mayor Steve Leary

ATTEST:

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

Resolution No. \_\_\_\_\_  
Page 2



# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Public Works	approved by	
board approval	no final vote		
strategic objective	Investment in Public Assets and Infrastructure		

## **subject**

Ordinance - Vacating and abandoning a 15' utility easement - Project Wellness (1)

## **motion / recommendation**

Approve motion to vacate portion of right of way. Staff agrees this right-of-way section is appropriate to vacate and abandon as shown in "Exhibit A." "Letters of No Objection" received from each utility.

## **background**

Ordinance vacating and abandoning a 15 FOOT EASEMENT GRANTED TO THE CITY OF WINTER PARK ON OCTOBER 17, 1995, RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 2797 AND OFFICIAL RECORDS BOOK 4971, PAGE 4989 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

## **alternatives / other considerations**

Not approve Request to Vacate

## **fiscal impact**

None

### ATTACHMENTS:

Description	Upload Date	Type
Ordinance	6/14/2018	Cover Memo
Exhibit A - 1995 Recorded Easement	6/14/2018	Cover Memo
Exhibit B	6/14/2018	Cover Memo
Letters of No Objection	6/14/2018	Cover Memo
Title Sheet	6/14/2018	Cover Memo



After Recording Return To:  
City of Winter Park, City Clerk's Office  
401 Park Avenue South  
Winter Park, Florida 32789

**ORDINANCE NO. \_\_\_\_\_-18**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A 15 FOOT EASEMENT GRANTED TO THE CITY OF WINTER PARK ON OCTOBER 17, 1995, RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 2797 AND OFFICIAL RECORDS BOOK 4971, PAGE 4989 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA. (EXHIBIT A)**

**PARTICULARLY DESCRIBED IN EXHIBIT B; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes, and the City Commission has made such a determination;

**BE IT ENACTED by the People of the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the Utility Easement located at 2010 Mizell Avenue legally described in that certain legal description and sketch of description attached hereto as **Exhibit "B"**.

**Section 2.** In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

**Section 3.** After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

**Section 4.** This ordinance shall take effect immediately upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Steven Leary

ATTEST:

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

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

Randolph J. Rush, Esquire  
Winderweeple, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790

**EASEMENT**

THIS EASEMENT made this 17<sup>th</sup> day of October, 1995, between WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida not-for-profit corporation, of 1870 Aloma Avenue, Suite 200, Winter Park, Florida 32789, Grantor, and the CITY OF WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter Park, Florida 32789, Grantee:

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the mutual benefits, covenants and conditions herein contained, and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the Grantee and its successors and assigns, a non-exclusive underground utility easement, as is more particularly hereafter described, with full authority to enter upon, install, construct, operate and maintain public utilities, including but not limited to sanitary sewer, stormwater and water facilities within said easement as the Grantee and its successors and assigns may deem necessary or desirable; said public utilities being located in an easement area (the "Easement Area") within Grantor's premises in Orange County, Florida, to-wit:

A 15 foot easement being 7.50 feet on either side of the following described centerline:

Commence at the Northeast corner of Lot 1, Block 5 ALOMA SECTION 1 as recorded in Plat Book O, Page 51, of the Public Records of Orange County, Florida, said point also being on the Southerly right of way line of Mizell Avenue; thence along the Easterly line of said Lot 1, N 39°36'06" W 27.00 feet to the point of beginning; thence S 42°35'28" W 158.74 feet; thence N 89°01'29" W 11.00 feet to a point on the Easterly right of way line of Edinburgh Drive and the point of terminus, said point being 5.00 feet South of the Northwest corner of Lot 3, Block 5 of said ALOMA SECTION 1.

TAX PARCEL ID # 09-22-30-0120-05010

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

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

Grantor reserves unto itself and its successors and assigns the use of the surface of the Easement Area.

Grantee shall, at its sole cost and expense, repair and replace any improvements or landscaping disturbed or damaged by Grantee during the construction, maintenance, repair, or removal of such facilities.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

WINTER PARK MEMORIAL HOSPITAL  
ASSOCIATION, INC., a Florida  
not-for-profit corporation  
1870 Aloma Avenue  
Winter Park, Florida 32789

BY Patricia M. Ashmore  
Patricia M. Ashmore, President

[Signature]  
Print Name Florida G. Lambert  
[Signature]  
Print Name Debbie Watson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1995, by PATRICIA M. ASHMORE, as President of Winter Park Memorial Hospital Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced \_\_\_\_\_ as identification.



LAURA M. BRAGG  
COMMISSION # CC 309771  
EXPIRES AUG 18, 1997  
Atlantic Bonding Co., Inc.  
800-732-2245

Laura M Bragg  
Print Name Laura M. Bragg  
NOTARY PUBLIC  
My Commission Expires: Aug. 18, 1997

OR Bk 4964 Pg 279B  
Orange Co FL 5402170

Record Verified - Martha G. Haynie

w:\wpfiles\rjr\wpmh\city.ess

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

**Randolph J. Rush, Esquire  
Winderweede, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790**

**EASEMENT**

THIS EASEMENT made this 17<sup>th</sup> day of October, 1995, between WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida not-for-profit corporation, of 1870 Aloma Avenue, Suite 200, Winter Park, Florida 32789, Grantor, and the CITY OF WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter Park, Florida 32789, Grantee:

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the mutual benefits, covenants and conditions herein contained, and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the Grantee and its successors and assigns, a non-exclusive underground utility easement, as is more particularly hereafter described, with full authority to enter upon, install, construct, operate and maintain public utilities, including but not limited to sanitary sewer, stormwater and water facilities within said easement as the Grantee and its successors and assigns may deem necessary or desirable; said public utilities being located in an easement area (the "Easement Area") within Grantor's premises in Orange County, Florida, to-wit:

A 15 foot easement being 7.50 feet on either side of the following described centerline:

Commence at the Northeast corner of Lot 1, Block 5 ALOMA SECTION 1 as recorded in Plat Book O, Page 51, of the Public Records of Orange County, Florida, said point also being on the Southerly right of way line of Mizell Avenue; thence along the Easterly line of said Lot 1, N 39°36'06" W 27.00 feet to the point of beginning; thence S 42°35'28" W 158.74 feet; thence N 89°01'29" W 11.00 feet to a point on the Easterly right of way line of Edinburgh Drive and the point of terminus, said point being 5.00 feet South of the Northwest corner of Lot 3, Block 5 of said ALOMA SECTION 1.

TAX PARCEL ID # 09-22-30-0120-05010

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

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

Grantor reserves unto itself and its successors and assigns the use of the surface of the Easement Area.



STATE OF FLORIDA, COUNTY OF ORANGE I HEREBY CERTIFY  
That the above and foregoing is a true copy of the original filed in this office.  
JOYCE M. SEXTON, City Clerk  
City of Winter Park, Florida

Dated: 11/9/95 By: Joyce M. Sexton  
City Clerk - County Clerk

Grantee shall, at its sole cost and expense, repair and replace any improvements or landscaping disturbed or damaged by Grantee during the construction, maintenance, repair, or removal of such facilities.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida not for-profit corporation 1870 Aloma Avenue Winter Park, Florida 32789

BY Patricia M. Ashmore Patricia M. Ashmore, President

[Signature]  
Print Name Patricia M. Ashmore  
[Signature]  
Print Name Patricia M. Ashmore

OR Bk 4971 Pg 4990  
Orange Co FL 5418912

Record Verified - Martha O. Haynie

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1995, by PATRICIA M. ASHMORE, as President of Winter Park Memorial Hospital Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced \_\_\_\_\_ as identification.

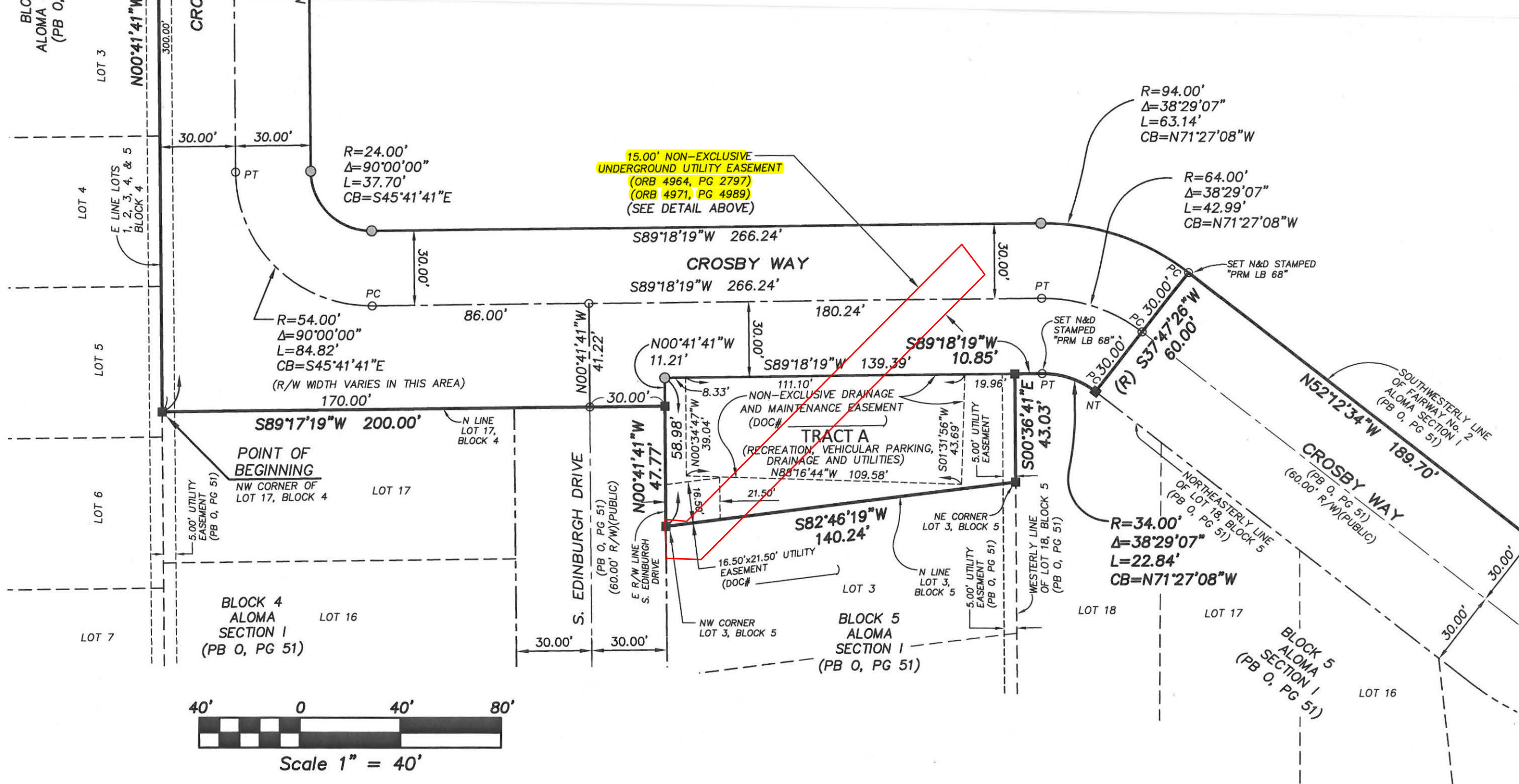
 LAURA M. BRAGG  
COMMISSION # CC 309771  
EXPIRES AUG 18, 1997  
Atlantic Bonding Co., Inc.  
800-732-2245

Laura M Bragg  
Print Name Laura M Bragg  
NOTARY PUBLIC  
My Commission Expires: Aug 18, 1997

OR Bk 4964 Pg 2798  
Orange Co FL 5402170

Record Verified - Martha O. Haynie

w:\wpfiles\rjr\wpmh\city.eas



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**McINTOSH ASSOCIATES, INC.**  
**PLANNERS SURVEYORS**  
 WINTER PARK, FLORIDA 32789 (407) 644-4068  
 STATE OF AUTHORIZATION NUMBER LB68

2AM  
 \project\_wellness\_plat.dwg



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

June 20, 2017

F

Mr. Don Marcotte  
Asst. Dir P/W-City Engineer  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

Re: Project Wellness  
Utility Easement Vacate  
PID# 09-22-30-0120-05-010

Dear Mr. Marcotte:

Pursuant to your request, we have enclosed the Utility Company letters of no objections for the proposed vacate and abandonment of the Easement granted to the City of Winter Park recorded in Official Records Book 4964 Page 2797 and Official Records Book 4964 Page 4989, of the Public Records of Orange County Florida, copies attached. The site is located at 2010 Mizell Avenue.

4971

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

We have enclosed a copy of the Utility Easement Vacate Area map and the plat of PROJECT WELLNESS as recorded in Plat Book 91 Pages 149 and 150 of said Public Records.

Please let me know if you have any questions,

Sincerely,  
DONALD W. MCINTOSH ASSOCIATES, INC.

Rocky L. Carson, PSM  
Vice President

/jdv

Encls.

- c: Ms. Rebecca Wilson/ Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
- Mr. Ron Lambert / Winter Park Health Foundation
- Donald W. McIntosh, Jr. / Donald W. McIntosh Associates, Inc.
- John M. Florio, P.E. / Donald W. McIntosh Associates, Inc.
- John T. Townsend, P.E. / Donald W. McIntosh Associates, Inc.

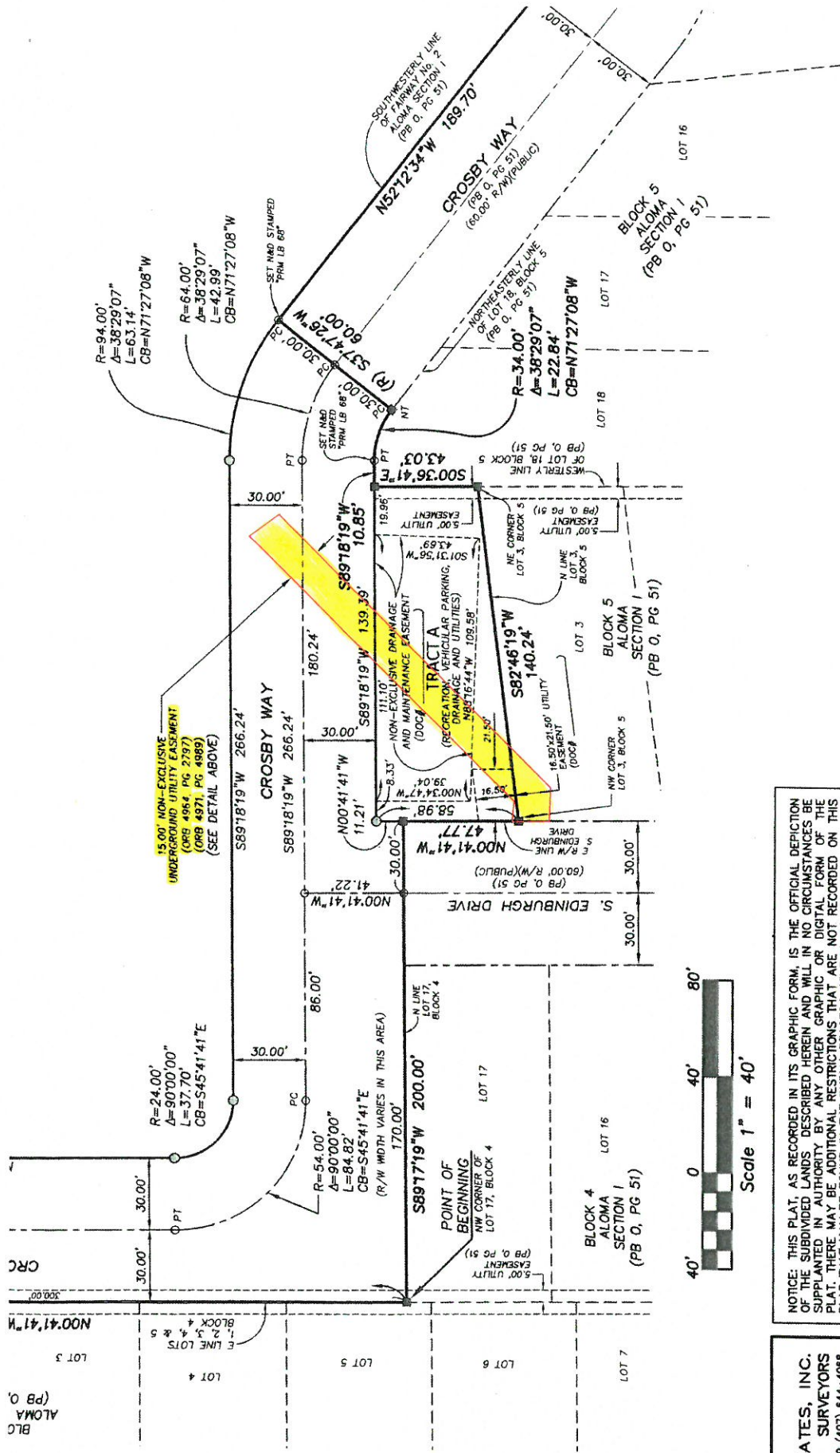
2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**McINTOSH ASSOCIATES, INC.**  
**PLANNERS SURVEYORS**  
 18TH, WINTER PARK, FLORIDA 32789 (407) 644-4088  
 DATE OF AUTHORIZATION NUMBER LB68

lat\project wellness plat.dwg  
 2AM



**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

Randolph J. Rush, Esquire  
Winderweadle, Haines, Ward  
& Woodman, P.A.  
Post Office Box 680  
Winter Park, Florida 32790

**EASEMENT**

THIS EASEMENT made this 17<sup>th</sup> day of October, 1995,  
between WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida  
not-for-profit corporation, of 1870 Aloma Avenue, Suite 200, Winter  
Park, Florida 32789, Grantor, and the CITY OF WINTER PARK, a  
Florida municipal corporation, of 401 Park Avenue South, Winter  
Park, Florida 32789, Grantees:

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the mutual  
benefits, covenants and conditions herein contained, and in  
consideration of the sum of One and No/100 Dollar (\$1.00) paid by  
the Grantee, the receipt and sufficiency of which is hereby  
acknowledged, does hereby give and grant unto the Grantee and its  
successors and assigns, a non-exclusive underground utility  
easement, as is more particularly hereafter described, with full  
authority to enter upon, install, construct, operate and maintain  
public utilities, including but not limited to sanitary sewer,  
stormwater and water facilities within said easement as the Grantee  
and its successors and assigns may deem necessary or desirable;  
said public utilities being located in an easement area (the  
"Easement Area") within Grantor's premises in Orange County,  
Florida, to-wit:

A 15 foot easement being 7.50 feet on either side  
of the following described centerline:

Commence at the Northeast corner of Lot 1, Block 5  
ALOMA SECTION 1 as recorded in Plat Book O, Page  
51, of the Public Records of Orange County,  
Florida, said point also being on the southerly  
right of way line of Mizell Avenue; thence along  
the Easterly line of said Lot 1, N 39°36'06" W  
27.00 feet to the point of beginning; thence S  
42°35'28" W 158.74 feet; thence N 89°01'29" W 11.00  
feet to a point on the Easterly right of way line  
of Edinburgh Drive and the point of terminus, said  
point being 5.00 feet South of the Northwest corner  
of Lot 3, Block 5 of said ALOMA SECTION 1.

TAX PARCEL ID # 09-22-30-0120-05010

TO HAVE AND TO HOLD the same unto the Grantee, its  
successors and assigns forever.

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

Grantor reserves unto itself and its successors and  
assigns the use of the surface of the Easement Area.

Grantee shall, at its sole cost and expense, repair and replace any improvements or landscaping disturbed or damaged by Grantee during the construction, maintenance, repair, or removal of such facilities.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida not-for-profit corporation  
1870 Aloma Avenue  
Winter Park, Florida 32789

BY Patricia M. Ashmore  
Patricia M. Ashmore, President

[Signature]  
Print Name Patricia M. Ashmore

[Signature]  
Print Name Debbie Watson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1995, by PATRICIA M. ASHMORE, as President of Winter Park Memorial Hospital Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced \_\_\_\_\_ as identification.



LAURA M. BRAGG  
COMMISSION # 00008771  
EXPIRES AUG 18, 1997  
Atlantic Bonding Co., Inc.  
800.732.4245

Laura M Bragg  
Print Name Laura M. Bragg  
NOTARY PUBLIC  
My Commission Expires: Aug. 18, 1997

OR BK 4964 Pg 279B  
Orange Co FL 5402170

Record Verified - Martha G. Haynie

v:\wpfiles\rjr\wpsh\city.ess

Orange Co FL 5402170  
10/23/95 03:02:28pm  
OR Bk 4964 Pg 2797  
Rec 10.50 DSC .70

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

Randolph J. Rush, Esquire  
Winderweede, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790

Orange Co FL 5418912  
11/09/95 10:34:07am  
OR Bk 4971 Pg 4989  
Rec 10.50 DSC .70

**EASEMENT**

THIS EASEMENT made this 17<sup>th</sup> day of October, 1995, between WINTER PARK MEMORIAL HOSPITAL ASSOCIATION, INC., a Florida not-for-profit corporation, of 1870 Aloma Avenue, Suite 200, Winter Park, Florida 32789, Grantor, and the CITY OF WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter Park, Florida 32789, Grantee:

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the mutual benefits, covenants and conditions herein contained, and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the Grantee and its successors and assigns, a non-exclusive underground utility easement, as is more particularly hereafter described, with full authority to enter upon, install, construct, operate and maintain public utilities, including but not limited to sanitary sewer, stormwater and water facilities within said easement as the Grantee and its successors and assigns may deem necessary or desirable; said public utilities being located in an easement area (the "Easement Area") within Grantor's premises in Orange County, Florida, to-wit:

A 15 foot easement being 7.50 feet on either side of the following described centerline:

Commence at the Northeast corner of Lot 1, Block 5 ALOMA SECTION 1 as recorded in Plat Book O, Page 51, of the Public Records of Orange County, Florida, said point also being on the Southerly right of way line of Mizell Avenue; thence along the Easterly line of said Lot 1, N 39°36'06" W 27.00 feet to the point of beginning; thence S 42°35'28" W 158.74 feet; thence N 89°01'29" W 11.00 feet to a point on the Easterly right of way line of Edinburgh Drive and the point of terminus, said point being 5.00 feet South of the Northwest corner of Lot 3, Block 5 of said ALOMA SECTION 1.

TAX PARCEL ID # 09-22-30-0120-05010

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

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

Grantor reserves unto itself and its successors and assigns the use of the surface of the Easement Area.

STATE OF FLORIDA, COUNTY OF ORANGE I REC'D BY CERTIFY  
that the above and foregoing is a true copy of the original filed in this office.  
JULIE M. SULLIVAN, City Clerk  
City of Winter Park, Florida  
Date: 11/9/95 By: *Jane Sullivan*  
City Clerk - Winter Park

Grantee shall, at its sole cost and expense, repair and replace any improvements or landscaping disturbed or damaged by Grantee during the construction, maintenance, repair, or removal of such facilities.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Print Name Dorothy M. Lashburn  
[Signature]  
Print Name Laddie L. [unclear]

WINTER PARK MEMORIAL HOSPITAL  
ASSOCIATION, INC., a Florida  
not-for-profit corporation  
1870 Aloma Avenue  
Winter Park, Florida 32789  
BY [Signature]  
Patricia M. Ashmore, President

OR Bk 4971 Pg 4990  
Orange Co FL 5418912

Record Verified - Martha D. Haynie

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of October, 1995, by PATRICIA M. ASHMORE, as President of Winter Park Memorial Hospital Association, Inc., a Florida not-for-profit corporation, personally known to me or produced [unclear] as identification.

 LAURA M. BRAGG  
COMMISSION # CC 308771  
EXPIRES AUG 18, 1997  
Atlantic Bonding Co., Inc.  
800-732-2245

[Signature]  
Print Name Laura M Bragg  
NOTARY PUBLIC  
My Commission Expires: Aug 18, 1997

OR Bk 4964 Pg 2798  
Orange Co FL 5402170

Record Verified - Martha D. Haynie

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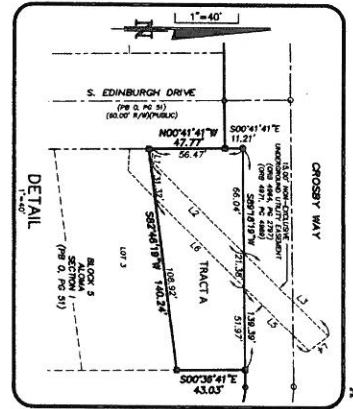


# PROJECT WELLNESS

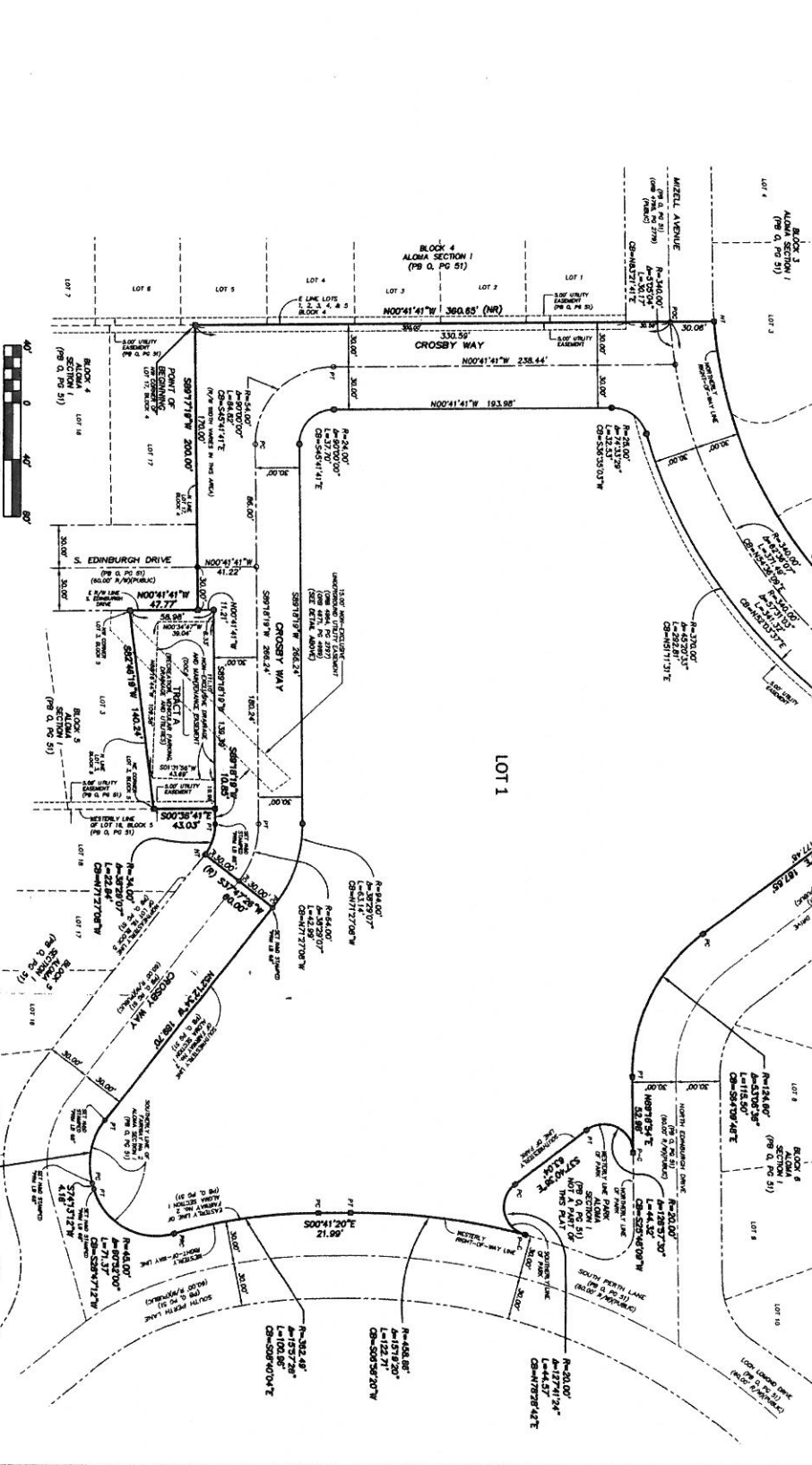
SHEET 2 OF 2

PLAT BOOK 91 PAGE 150

A REPEAT OF A PORTION OF ALOMA SECTION 1, PLAT BOOK 0, PAGE 51, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 22 SOUTH, RANGE 30 EAST, CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA.



LINE	BEARING	DISTANCE
L1	S89°19'W	81.2'
L2	N44°42'E	81.2'
L3	N44°42'E	23.2'
L4	S71°11'E	13.1'
L5	S44°37'E	84.8'
L6	S44°37'E	79.0'



NOTICE: THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM, IS THE ORIGINAL COPY OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ANY REPRODUCTION OF THIS PLAT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE COUNTY CLERK OF ORANGE COUNTY, FLORIDA, IS PROHIBITED. ANY REPRODUCTION OF THIS PLAT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE COUNTY CLERK OF ORANGE COUNTY, FLORIDA, IS PROHIBITED.

PREPARED BY:  
**DONALD W. MANTOSH ASSOCIATES, INC.**  
 PLANNERS  
 2000 PARK AVENUE, SUITE 200, WINTER PARK, FLORIDA 32789 (407) 944-4888  
 CONTRACT NO. 18-23348  
 PROJECT: Lot 13-18-2016 - 18-23348



AN EMERA COMPANY

RECEIVED

JUN 19 2017

McINTOSH ASSOC. INC.

Crystal Corbitt  
Distribution Easement Coordinator,  
Real Estate  
Office: 813.228.1091  
FAX: 813.228.1376  
[clcorbitt@tecoenergy.com](mailto:clcorbitt@tecoenergy.com)

June 14, 2017

Rocky L. Carson, PSM  
Donald W. McIntosh Associates, Inc.  
2200 Park Ave. North  
Winter Park, FL 32789-2355

RE: Proposed Easement Vacation, 2010 Mizell Ave, PID# 09-22-30-0120-05-010, Winter Park

Rocky Carson:

Please be advised that Peoples Gas System, a division of Tampa Electric Company has no interest in any easements that may or may not be a matter of public record. We have no objection to such easements being released.

If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in blue ink that reads "Crystal L. Corbitt".

Crystal L. Corbitt  
Distribution Easement Coordinator  
Real Estate Services



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

March 10, 2017  
*Marvin.UsryJr@charter.com*

**Charter (Brighthouse)  
Mr. Marvin Usry  
Mr. P J King, Construction Supervisor  
3767 All American Blvd.  
Orlando, FL 32810**

**Re: Project Wellness  
Easement Release Request – City of Winter Park**

**Dear Gentlemen:**

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed Utility Easement Vacate Area map and proposed plat. The site is located at 2010 Mizell Avenue – PID# 09-22-30-0120-05-010 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at Donald W. McIntosh Assoc., Inc. If you have any questions, please contact Rocky L. Carson, PSM at (407) 644-4068 – rocky@dwma.com

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

Rocky L. Carson, PSM  
Vice President

RC/jmr  
Enclosures:

Utility Easement Vacate Area Map  
Proposed Plat  
ORB 4964, PG 2797 & ORB 4971, PG 4989

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

c: Ms. Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Mr. Ron Lambert, Winter Park Health Foundation  
Mr. Donald W. McIntosh, Jr.  
John M. Florio, P.E.  
John Townsend, P.E.

F:\Proj2016\16012\SURadmin\Csc044 utility letters 030917 brighthouse.doc

<http://www.dwma.com>





\_\_\_\_\_ The subject parcel is not within our service area.

The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 9, 22, 30

Signature: Marvin L. Usry, Jr.

Print Name: MARVIN L. USRY, JR.

Title: CONST. SUPV.

Date: 3/13/17

cc: P.J. KING, CHARTER COMMUNICATIONS



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

March 10, 2017  
*jriegler@cityofwinterpark.org*

**City of Winter Park  
Mr. Jason Riegler  
Water/Wastewater Asst. Utility Director  
401 Park Avenue South  
Winter Park, FL 32789-4386**

**Re: Project Wellness  
Easement Release Request – City of Winter Park**

**Dear Mr. Riegler:**

CIVIL ENGINEERS

LAND PLANNERS

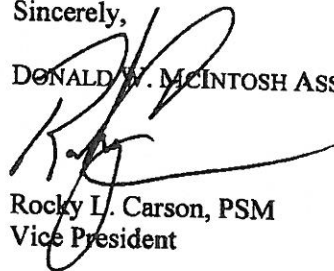
SURVEYORS

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Please review your records, complete the form below, and return this letter to me at Donald W. McIntosh Assoc., Inc. If you have any questions, please contact Rocky L. Carson, PSM at (407) 644-4068 – rocky@dwma.com

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.



Rocky L. Carson, PSM  
Vice President

RC/jmr

Enclosures:

Utility Easement Vacate Area Map  
Proposed Plat  
ORB 4964, PG 2797 & ORB 4971, PG 4989

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

c: Ms. Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Mr. Ron Lambert, Winter Park Health Foundation  
Mr. Donald W. McIntosh, Jr.  
John M. Florio, P.E.  
John Townsend, P.E.

F:\Proj2016\16012\SURadmin\C\sc044 utility letters 030917 City of Winter Park.doc

<http://www.dwrma.com>



\_\_\_\_\_ The subject parcel is not within our service area.

The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: Only applicable for potable water and sanitary sewer.  
Stormwater is not included.

**Signature:** Digitally signed by Jason Riegler, P.E.  
DN: C=US,  
**Print Name:** E=jriegler@cityofwinterpark.org, O=City  
of Winter Park, OU=Water and  
**Title:** Wastewater Utility Department,  
CN="Jason Riegler, P.E."  
**Date:** Date: 2017.03.24 12:59:41-04'00'

## Jean del Valle

---

**From:** Brana, Nick <Nick.Brana@duke-energy.com>  
**Sent:** Thursday, March 16, 2017 2:35 PM  
**To:** Jean del Valle; Rocky L. Carson, PSM  
**Subject:** RE: Project Wellness (DWMA 16012)  
**Attachments:** No Objection ORB (4964-2797).pdf

Jean & Rocky,

Please find attached, the response regarding Release/Vacate of Easement for the property of 2010 Mizell Avenue, Winter Park, and specifically OR Bk. 4964, Pg. 2797. Please let me know if you need anything further here. Thank you.

Kindly,

Nick Brana  
Land Rep, Land Services  
O: 407-942-9727  
C: 321-439-9070  
[Nick.Brana@Duke-Energy.com](mailto:Nick.Brana@Duke-Energy.com)

---

**From:** Jean del Valle [<mailto:jdelvalle@dwma.com>]  
**Sent:** Friday, March 10, 2017 2:15 PM  
**To:** Brana, Nick; Rocky L. Carson, PSM  
**Subject:** Project Wellness (DWMA 16012)

\*\*\* Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789  
PHONE (407) 644-4068 - FAX (407) 644-8318  
CIVIL ENGINEERS  
LAND PLANNERS / SURVEYORS

### EMAIL TRANSMITTAL

**TO:** Nicholas Brana  
**COMPANY:** Duke Energy, Inc.  
**DATE:** March 10, 2017  
**JOB NO.:** 16012  
**Job Name:** Project Wellness

**DESCRIPTION:**



X The subject parcel is not within our service area.

\_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: These Easements were granted to the City of Winter Park, and are not within Duke Energy service territory. Duke has "No Objection."

Signature: Nick Brana

Print Name: NICK BRANA

Title: LAND AGENT

Date: 3/15/17

April 14, 2017



**LETTER OF NO OBJECTION**

Donald W. McIntosh Assoc., Inc.  
2200 Park Avenue North  
Winter Park Florida 32789-2355

Via Email: [rocky@dwma.com](mailto:rocky@dwma.com)

**SUBJECT: PROPOSED VACATE OF THE EASEMENTS GRANTED TO THE CITY OF WINTER PARK, RECORDED IN ORANGE COUNTY OFFICIAL RECORDS BOOK 4964 PAGE 2797 AND ORANGE COUNTY OFFICIAL RECORDS BOOK 4964 PAGE 4989, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA ; ORANGE COUNTY PARCEL ID IS 09-22-30-0120-05-010; PRN 787475**

Dear Mr. Carson,

Please be advised that Embarq Florida, Inc., d/b/a CenturyLink has no objection to the proposed vacate and abandonment of the Easements granted to the City Of Winter Park recorded in Orange County Official Records Book 4964 Page 2797 and Orange County Official Records Book 4964 Page 4989, recorded in the Public Records of Orange County Florida, as requested by Rocky L. Carson.

The location of said vacate is more particularly shown on the attached sketch. The Property Address is 2010 Mizell Avenue, Winter Park Florida and the Orange County Parcel ID is 09-22-30-0120-05-010.

Should there be any questions or concerns, please contact me at 352-425-8763 or by email at [stephanie.canary@centurylink.com](mailto:stephanie.canary@centurylink.com).

Sincerely,

**EMBARQ FLORIDA, INC., D/B/A CENTURYLINK**

A handwritten signature in cursive script that reads "Stephanie Canary".

Stephanie Canary  
CenturyLink

319 SE Broadway Street  
Mailstop: D7303L0401-4058  
Ocala FL 34471  
[stephanie.canary@centurylink.com](mailto:stephanie.canary@centurylink.com)  
Phone: Cell: (352) 425-8763  
Fax: (352) 368-8889

David C. Kennedy, CenturyLink

PRN 787475



# city commission public hearing

item type	Public Hearing	meeting date	June 25, 2018
prepared by	Don Marcotte	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input 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

Ordinance vacating and abandoning a 15 FOOT EASEMENT GRANTED TO THE CITY OF WINTER PARK ON OCTOBER 17, 1995, RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 2797 AND OFFICIAL RECORDS BOOK 4971, PAGE 4989 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

## motion | recommendation

Approve motion to vacate portion of right of way. Staff agrees this right-of-way section is appropriate to vacate and abandon as shown in "Exhibit A." "Letters of No Objection" received from each utility.

## background

## alternatives | other considerations

Not approve Request to Vacate

## fiscal impact

No direct financial impact as a part of this action



# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

### subject

Ordinance - Request of Z Properties Group to amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot Future Land Use on the eastern 70 feet of the residentially designated portion of the property at 301 N. Pennsylvania Avenue, and a Zoning map amendment to change from Low Density Residential (R-2) to Parking Lot (PL) on the eastern 70 feet of the residentially designated portion of the property at 301 N. Pennsylvania Avenue. (1)

### motion / recommendation

Recommendation is for approval of the Comprehensive Plan future land use map amendment and Zoning map amendments.

### background

**Location and Site Details:** The property at 301 N. Pennsylvania Avenue is 100 feet wide by 200 feet deep. It has split Future Lane Use and Zoning with the front or east half designated Commercial (C-3) and the rear or west half designated Low Density Residential (R-2).

The property is also unique because the City holds a right-of-way easement over the north 40 feet of the entire property. On that 40 feet is the roadway of Israel Simpson Court leading back into the Land Trust development of single family homes which includes the on-street parking and street oak trees. The applicant only has the ability to develop the south 60 feet of this property.

**Proposed Project:** The applicant is asking for these approvals in order to build on the Pennsylvania Avenue frontage a new two-story office building of 5,496 square feet, (on the land zoned C-3) and to build a portion of the necessary parking lot (on the land prospectively to be rezoned to Parking Lot) and then build a two story, 1,492 square foot single family home for the benefit of the Hannibal Square Community land Trust (on land remaining zoned R-2). Thus the front (east) 100 feet stays Commercial (C-3) for the office building and some of the parking; the next 67 feet would be rezoned Parking Lot in order to create 12 more parking spaces to add to the office building yield



and the rear (west) 33 feet is the site of the new single family home that stays zoned R 2.

**The Comprehensive Plan Policy Issue:** The Comprehensive Plan has very restrictive policies and regulations regarding future land use changes and rezoning in the Hannibal Square Neighborhood. Policy 1-H-1 (below) indicates that land use changes from residential to a non-residential designation are "in conflict with this Comprehensive Plan" unless otherwise provide for. Policy 1-H-2 (below) indicates that if such a change is to be made then "the loss of the housing potential must be compensated for through the provision of housing". That is exactly what the applicant proposes to do. Attached is a Development Agreement contract that commits the property owner to build a new single family home on the rear (west) 33 feet for the Hannibal Square Community Land Trust, in order to provide an affordable home resultant from this overall development. The home would be constructed by the applicant and the land and home then deeded to the Land Trust.

## **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 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.

**Policy 1-H-2: If 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.

**Development Plan Approval:** Generally, the proposed development meets the Code with some small exceptions/variances. The new office building meets the Code with respect to parking (one per 250) and setbacks, FAR, etc. The parking lot on the PL zoned portion needs a variance because it does not have the 10 foot required setback to the vacant residential land to the south but that land is also owned by the applicant. Their plan is to continue the six foot block wall that now screens the existing office parking lot so that there will not be any negative impact on the future homes to be built on that vacant land.

The new two-story single family home also needs an exception/variance for the 10 foot rear setback and the 3 foot east side setback. But again, the applicant owns the adjacent property and is in agreement with those dimensions.

**Infrastructure Considerations:** During the departmental review of this project, there was a request for a utility easement along the front five feet on Pennsylvania Avenue because of existing electric utilities in that area. The applicant is in agreement.

**Summary and Staff Recommendation:** In essence, the Comprehensive Plan says:

that if rezoning occurs in part of the Hannibal Square neighborhood from residential to a business use, then there must be something done in return for the neighborhood and its residents. Specifically, the Comprehensive Plan indicates the City's need for affordable housing. The applicant has followed and conformed to the direction of the Comprehensive Plan. In the future, this policy direction could be broadened for other benefits such as providing park space or other amenities for the residents of the neighborhood.

**Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF Z PROPERTIES TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO PARKING LOT DESIGNATION ON THE EASTERN 67 FEET OF THE RESIDENTIALLY DESIGNATED PORTION OF 301 N. PENNSYLVANIA AVENUE.

**REQUEST OF Z PROPERTIES TO:** AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM LOW DENSITY (R-2) DISTRICT ZONING TO PARKING LOT (PL) ZONING ON THE EASTERN 67 FEET OF THE RESIDENTIALLY DESIGNATED PORTION OF 301 N. PENNSYLVANIA AVENUE.

**REQUEST OF Z PROPERTIES FOR:** DEVELOPMENT PLAN AND SUBDIVISION APPROVAL FOR A TWO STORY 5,494 SQUARE FOOT RETAIL/OFFICE BUILDING, PARKING LOT AND A TWO STORY RESIDENTIAL HOME ON THE PROPERTY AT 301 N. PENNSYLVANIA AVENUE, PROSPECTIVELY ZONED C-3, PL AND R-2.

Planning Manager, Jeff Briggs, presented the staff report and explained that the applicant, Z Properties is requesting the following:

1. To amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot designation on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue.
2. To amend the zoning map for the same property from Low Density district zoning to Parking Lot zoning.
3. Development Plan and Subdivision approval to split the lot in order to construct a two-story, retail/office building, parking lot and two-story home on the same property as shown in the plans submitted.

Mr. Briggs explained that the property at 301 N Pennsylvania Avenue is currently vacant with the exception of the north forty feet where the city street, Israel Simpson Court, is located. He stated that the City has a right-of-way easement over the north forty feet which allowed for the building of the road, including on-street parking and sidewalks that lead back to Hannibal Square Community Land Trust development of single family homes. He stated that the applicant currently owns the south 60 feet of the property as well as the existing two-story office building to the south at 271 N. Pennsylvania Avenue.

Mr. Briggs stated that the property has two different zoning categories. The property is 200 feet long with the front (east) 100 feet of the property is zoned Commercial and the west 100 feet is zoned residential (R-2). He explained that the applicant would like to construct a larger office building at the front half of the property and use some of the back portion for added parking in order to build a larger office building. The applicant is requesting to rezone the rear 67 feet of the property from residential to commercial in order to accommodate the required extra parking and is committing to build a new, 1500 square foot, two-story home on the remaining 33 feet of the

property in partnership with the Hannibal Square Community Land Trust. He then presented elevations for the proposed office building and home to be built on the western 33 feet property.

Mr. Briggs explained that the new comprehensive plan has policies about rezoning residential property in the Hannibal Square neighborhood for business use. Policy 1-H-1 indicates that that land use changes from residential to a non-residential designation are "in conflict with this Comprehensive Plan" unless otherwise provide for elsewhere in the Comp Plan. However, Policy 1-H-2 indicates that if such a change is to be made then "the loss of the housing potential must be compensated for through the provision of housing". He stated the applicant's request comes with a commitment to build, in partnership, with the Hannibal Square Community Land Trust, the new single-family home.

Mr. Briggs summarized by stating that the Comprehensive Plan says that if rezoning occurs in the Hannibal Square neighborhood from residential to a business use, then there must be something done in return for the neighborhood and its residents. Specifically, the Comprehensive Plan indicates the City's need for affordable housing. The applicant has followed and conformed to the direction of the Comprehensive Plan. In the future, this policy direction could be broadened for other benefits such as providing park space or other amenities for the residents of that neighborhood. Staff Recommendation is for Approval of the Comprehensive Plan future land use map amendment and Zoning map amendments.

Staff Recommendation is for Approval of the Development Plan, as presented, subject to the following conditions:

1. That the Development Agreement with the Land Trust be implemented such that a Certificate of Occupancy (C.O.) may not be issued for the office building until one is issued for the new single-family home and the property is transferred in ownership.
2. That the applicant dedicate to the City a utility easement over the front (east) five feet of this property.

Mr. Briggs answered questions from the Board regarding the deeding of the single family home and the property, future certificate of occupancy and maintenance of the remainder of the street Israel Simpson Court.

Zane Williams (applicant), Z Properties, 1160 Mayfield Avenue, Winter Park, FL, addressed the Board. He answered questions regarding the proposed building. He stated that he understood that there were no 'free passes' to rezone in this neighborhood and wanted to do the right thing by contributing to the HSCLT via the new home.

The Board heard public comment from Eddie Jones, 751 Simons Avenue, Winter Park. Mr. Jones expressed concerns of traffic management with the new office building and increased parking as well ask impacts to the neighborhood while construction of the home and building were ongoing.

Mary Daniels, 654 Canton Avenue, Winter Park, FL. wanted to confirm and make it clear that the land, as well as the home, is deeded to the land trust. Ms. Daniels stated that normally she would not be in support any residential rezoning

in the neighborhood, but given that the neighborhood is gaining a residential home, she can support the request and asked the Board to support the request as well.

Applicant, Zane Williams, addressed the traffic concerns; he stated that he does not anticipate a large increase in traffic. He stated that he has been at his current office at 271 Pennsylvania Avenue for five years and the parking lot has never been full. He stated that it is a commercial office building and generally does not generate a high volume of traffic.

No one else wished to speak. The Public Hearing was closed.

The Board members were in support of the request given that the Agreement for the HSCLT home then conforms to the policies of the Comprehensive Plan and that the conditions of approval require that implementation.

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot designation on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue. The motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the official zoning map to change from Low Density (R-2) District Zoning to Parking Lot (PL) zoning on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue. The motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Laura Walda for Development Plan and Subdivision approval for a two-story, 5,494 square foot retail/office building, parking lot and a two-story residential home on the property at 301 N. Pennsylvania Avenue, prospectively zoned (C-3), (PL) and (R-2), subject to the conditions recommended by staff and agreed to by the applicant:**

- 1. That the Development Agreement with the Land Trust be implemented such that a Certificate of Occupancy (C.O.) may not be issued for the office building until one is issued for the new single-family home and the property is transferred in ownership.**
- 2. That the applicant dedicate to the City a utility easement over the front (east) five feet of this property.**

**The motion carried unanimously with a 6-0 vote.**

#### **alternatives / other considerations**

N/A

#### **fiscal impact**

N/A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Comp Plan	6/12/2018	Ordinance
Ordinance - Zoning	6/12/2018	Ordinance

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO PARKING LOT ON A PORTION OF THE PROPERTY AT 301 NORTH SOUTH PENNSYLVANIA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Winter Park City Commission adopted its Comprehensive Plan on April 24, 2017 via Ordinance 3076-17, and

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended APPROVAL of the proposed Comprehensive Plan amendment after having held an advertised public hearing on July 10, 2018, and provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on July 23, 2018 and August 13, 2018 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of Low Density Residential to Parking Lot on a portion of the property at 301 North Pennsylvania Avenue, more particularly described as follows:

THE WEST 67 FEET OF LOT 11, BLOCK E, CAPENS ADDITION TO WINTER PARK, AS RECORDED IN PLAT BOOK "A", Page 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

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

**SECTION 4. Effective Date.** An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

**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 \_\_\_\_\_, 2018.

Mayor

\_\_\_\_\_  
Mayor Steve Leary

Attest:

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

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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) ZONING TO PARKING LOT (PL) DISTRICT ZONING ON A PORTION OF THE PROPERTY AT 301 NORTH PENNSYLVANIA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of property at 301 North Pennsylvania Avenue has requested a Zoning map amendment that is consistent with the Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning does meet the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended APPROVAL of this Ordinance at their July 10, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and

**WHEREAS**, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Low Density Residential (R-2) District zoning to Parking Lot (PL) District zoning on a portion of the property at 301 North Pennsylvania Avenue, more particularly described as follows:



THE WEST 67 FEET OF LOT 11, BLOCK E, CAPENS ADDITION TO WINTER PARK, AS RECORDED IN PLAT BOOK "A", Page 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

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

**SECTION 4. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

**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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

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



# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of Z Properties Group for Development Plan and subdivision approval for a two-story, 5,494 square foot retail/office building, and the associated parking lot, and a two-story residential home for the benefit of the Hannibal Square Community Land Trust on the property at 301 N. Pennsylvania Avenue, prospectively zoned C-3, PL, and R-2.

## **motion / recommendation**

Recommendation is for Approval of the Development Plan, as presented, subject to the following conditions:

1. That the Development Agreement with the Land Trust be implemented such that a Certificate of Occupancy (C.O.) may not be issued for the office building until one is issued for the new single-family home and the property is transferred in ownership.
2. That the applicant dedicate to the City a utility easement over the front (east) five feet of this property.

## **background**

**Location and Site Details:** The property at 301 N. Pennsylvania Avenue is 100 feet wide by 200 feet deep. It has split Future Lane Use and Zoning with the front or east half designated Commercial (C-3) and the rear or west half designated Low Density Residential (R-2).

The property is also unique because the City holds a right-of-way easement over the north 40 feet of the entire property. On that 40 feet is the roadway of Israel Simpson Court leading back into the Land Trust development of single family homes which includes the on-street parking and street oak trees. The applicant only has the ability to develop the south 60 feet of this property.

**Proposed Project:** The applicant is asking for these approvals in order to build on the Pennsylvania Avenue frontage a new two-story office building of 5,496 square feet, (on the land zoned C-3) and to build a portion of the necessary parking lot (on the land

prospectively to be rezoned to Parking Lot) and then build a two story, 1,492 square foot single family home for the benefit of the Hannibal Square Community Land Trust (on land remaining zoned R-2). Thus the front (east) 100 feet stays Commercial (C-3 for the office building and some of the parking; the next 67 feet would be rezoned Parking Lot in order to create 12 more parking spaces to add to the office building yield and the rear (west) 33 feet is the site of the new single family home that stays zoned R-2.

**The Comprehensive Plan Policy Issue:** The Comprehensive Plan has very restrictive policies and regulations regarding future land use changes and rezoning in the Hannibal Square Neighborhood. Policy 1-H-1 (below) indicates that land use changes from residential to a non-residential designation are "in conflict with this Comprehensive Plan" unless otherwise provide for. Policy 1-H-2 (below) indicates that if such a change is to be made then "the loss of the housing potential must be compensated for through the provision of housing". That is exactly what the applicant proposes to do. Attached is a Development Agreement contract that commits the property owner to build a new single family home on the rear (west) 33 feet for the Hannibal Square Community Land Trust, in order to provide an affordable home resultant from this overall development. The home would be constructed by the applicant and the land and home then deeded to the Land Trust.

## **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 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.

**Policy 1-H-2: If 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.

**Development Plan Approval:** Generally, the proposed development meets the Code with some small exceptions/variances. The new office building meets the Code with respect to parking (one per 250) and setbacks, FAR, etc. The parking lot on the PI zoned portion needs a variance because it does not have the 10 foot required setback to the vacant residential land to the south but that land is also owned by the applicant. Their plan is to continue the six foot block wall that now screens the existing office parking lot so that there will not be any negative impact on the future homes to be built on that vacant land.

The new two-story single family home also needs an exception/variance for the 10 foot rear setback and the 3 foot east side setback. But again, the applicant owns the adjacent property and is in agreement with those dimensions.

**Infrastructure Considerations:** During the departmental review of this project, there was a request for a utility easement along the front five feet on Pennsylvania Avenue because of existing electric utilities in that area. The applicant is in agreement.

**Summary and Staff Recommendation:** In essence, the Comprehensive Plan says that if rezoning occurs in part of the Hannibal Square neighborhood from residential to a business use, then there must be something done in return for the neighborhood and its residents. Specifically, the Comprehensive Plan indicates the City's need for affordable housing. The applicant has followed and conformed to the direction of the Comprehensive Plan. In the future, this policy direction could be broadened for other benefits such as providing park space or other amenities for the residents of the neighborhood.

**Planning and Zoning Board Minutes – June 5, 2018:**

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**REQUEST OF Z PROPERTIES TO:** AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM LOW DENSITY (R-2) DISTRICT ZONING TO PARKING LOT (PL) ZONING ON THE EASTERN 67 FEET OF THE RESIDENTIALLY DESIGNATED PORTION OF 301 N. PENNSYLVANIA AVENUE.

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Planning Manager, Jeff Briggs, presented the staff report and explained that the applicant, Z Properties is requesting the following:

1. To amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot designation on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue.
2. To amend the zoning map for the same property from Low Density district zoning to Parking Lot zoning.
3. Development Plan and Subdivision approval to split the lot in order to construct a two-story, retail/office building, parking lot and two-story home on the same property as shown in the plans submitted.

Mr. Briggs explained that the property at 301 N Pennsylvania Avenue is currently vacant with the exception of the north forty feet where the city street, Israel Simpson Court, is located. He stated that the City has a right-of-way easement over the north forty feet which allowed for the building of the road, including on-street parking and sidewalks that lead back to Hannibal Square Community Land Trust development of single family homes. He stated that the applicant currently owns the south 60 feet of the property as well as the existing two-story office building to the south at 271 N. Pennsylvania Avenue.

Mr. Briggs stated that the property has two different zoning categories. The property is 200 feet long with the front (east) 100 feet of the property is zoned Commercial and the west 100 feet is zoned residential (R-2). He explained that the applicant

would like to construct a larger office building at the front half of the property and use some of the back portion for added parking in order to build a larger office building. The applicant is requesting to rezone the rear 67 feet of the property from residential to commercial in order to accommodate the required extra parking and is committing to build a new, 1500 square foot, two-story home on the remaining 33 feet of the property in partnership with the Hannibal Square Community Land Trust. He then presented elevations for the proposed office building and home to be built on the western 33 feet property.

Mr. Briggs explained that the new comprehensive plan has policies about rezoning residential property in the Hannibal Square neighborhood for business use. Policy 1-H-1 indicates that that land use changes from residential to a non-residential designation are "in conflict with this Comprehensive Plan" unless otherwise provide for elsewhere in the Comp Plan. However, Policy 1-H-2 indicates that if such a change is to be made then "the loss of the housing potential must be compensated for through the provision of housing". He stated the applicant's request comes with a commitment to build, in partnership, with the Hannibal Square Community Land Trust, the new single-family home.

Mr. Briggs summarized by stating that the Comprehensive Plan says that if rezoning occurs in the Hannibal Square neighborhood from residential to a business use, then there must be something done in return for the neighborhood and its residents. Specifically, the Comprehensive Plan indicates the City's need for affordable housing. The applicant has followed and conformed to the direction of the Comprehensive Plan. In the future, this policy direction could be broadened for other benefits such as providing park space or other amenities for the residents of that neighborhood. Staff Recommendation is for Approval of the Comprehensive Plan future land use map amendment and Zoning map amendments.

Staff Recommendation is for Approval of the Development Plan, as presented, subject to the following conditions:

1. That the Development Agreement with the Land Trust be implemented such that a Certificate of Occupancy (C.O.) may not be issued for the office building until one is issued for the new single-family home and the property is transferred in ownership.
2. That the applicant dedicate to the City a utility easement over the front (east) five feet of this property.

Mr. Briggs answered questions from the Board regarding the deeding of the single family home and the property, future certificate of occupancy and maintenance of the remainder of the street Israel Simpson Court.

Zane Williams (applicant), Z Properties, 1160 Mayfield Avenue, Winter Park, FL, addressed the Board. He answered questions regarding the proposed building. He stated that he understood that there were no 'free passes' to rezone in this neighborhood and wanted to do the right thing by contributing to the HSCLT via the new home.

The Board heard public comment from Eddie Jones, 751 Simons Avenue, Winter Park. Mr. Jones expressed concerns of traffic management with the new office building and increased parking as well ask impacts to the neighborhood while

construction of the home and building were ongoing.

Mary Daniels, 654 Canton Avenue, Winter Park, FL. wanted to confirm and make it clear that the land, as well as the home, is deeded to the land trust. Ms. Daniels stated that normally she would not be in support any residential rezoning in the neighborhood, but given that the neighborhood is gaining a residential home, she can support the request and asked the Board to support the request as well.

Applicant, Zane Williams, addressed the traffic concerns; he stated that he does not anticipate a large increase in traffic. He stated that he has been at his current office at 271 Pennsylvania Avenue for five years and the parking lot has never been full. He stated that it is a commercial office building and generally does not generate a high volume of traffic.

No one else wished to speak. The Public Hearing was closed.

The Board members were in support of the request given that the Agreement for the HSCLT home then conforms to the policies of the Comprehensive Plan and that the conditions of approval require that implementation.

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the "Comprehensive Plan" Future Land Use map from Low Density Residential to Parking Lot designation on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue.**

**The motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the official zoning map to change from Low Density (R-2) District Zoning to Parking Lot (PL) zoning on the eastern 67 feet of the residentially designated portion of 301 N. Pennsylvania Avenue**  
**The motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Laura Walda for Development Plan and Subdivision approval for a two-story, 5,494 square foot retail/office building, parking lot and a two-story residential home on the property at 301 N. Pennsylvania Avenue, prospectively zoned (C-3), (PL) and (R-2), subject to the conditions recommended by staff and agreed to by the applicant:**

- 1. That the Development Agreement with the Land Trust be implemented such that a Certificate of Occupancy (C.O.) may not be issued for the office building until one is issued for the new single-family home and the property is transferred in ownership.**
- 2. That the applicant dedicate to the City a utility easement over the front (east) five feet of this property.**

**The motion carried unanimously with a 6-0 vote.**

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

ATTACHMENTS:

Description

Upload Date

Type

Backup Materials

6/12/2018

Backup Material



**271 & 301  
N PENNSYLVANIA AVE  
Location Map**

City of Winter Park  
Florida





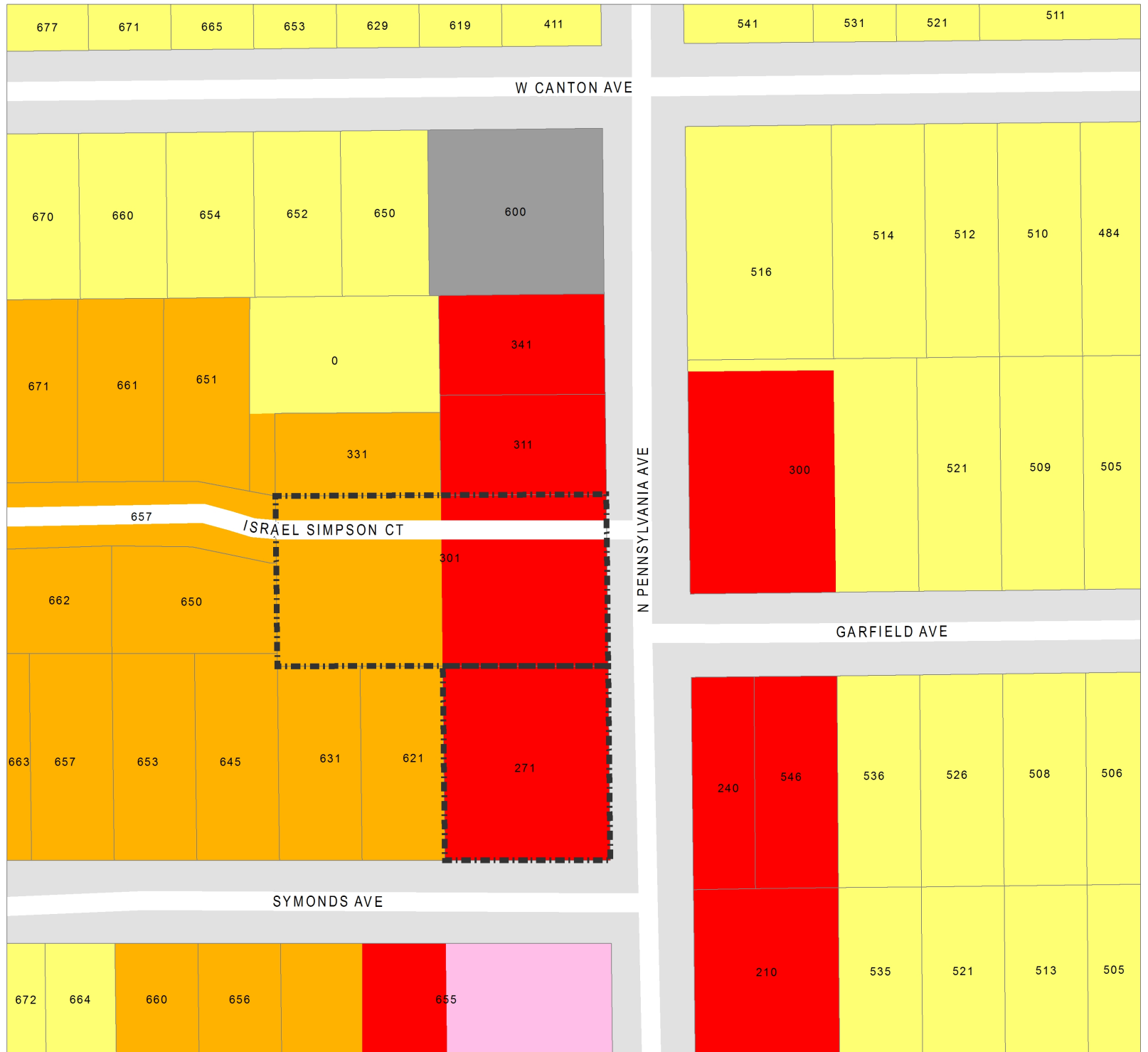


**271 & 301  
N PENNSYLVANIA AVE  
Future Land Use Map**

City of Winter Park  
Florida

**Future Land Use**

- Central Business District
- Commerce
- Institutional
- Low Density
- Single Family



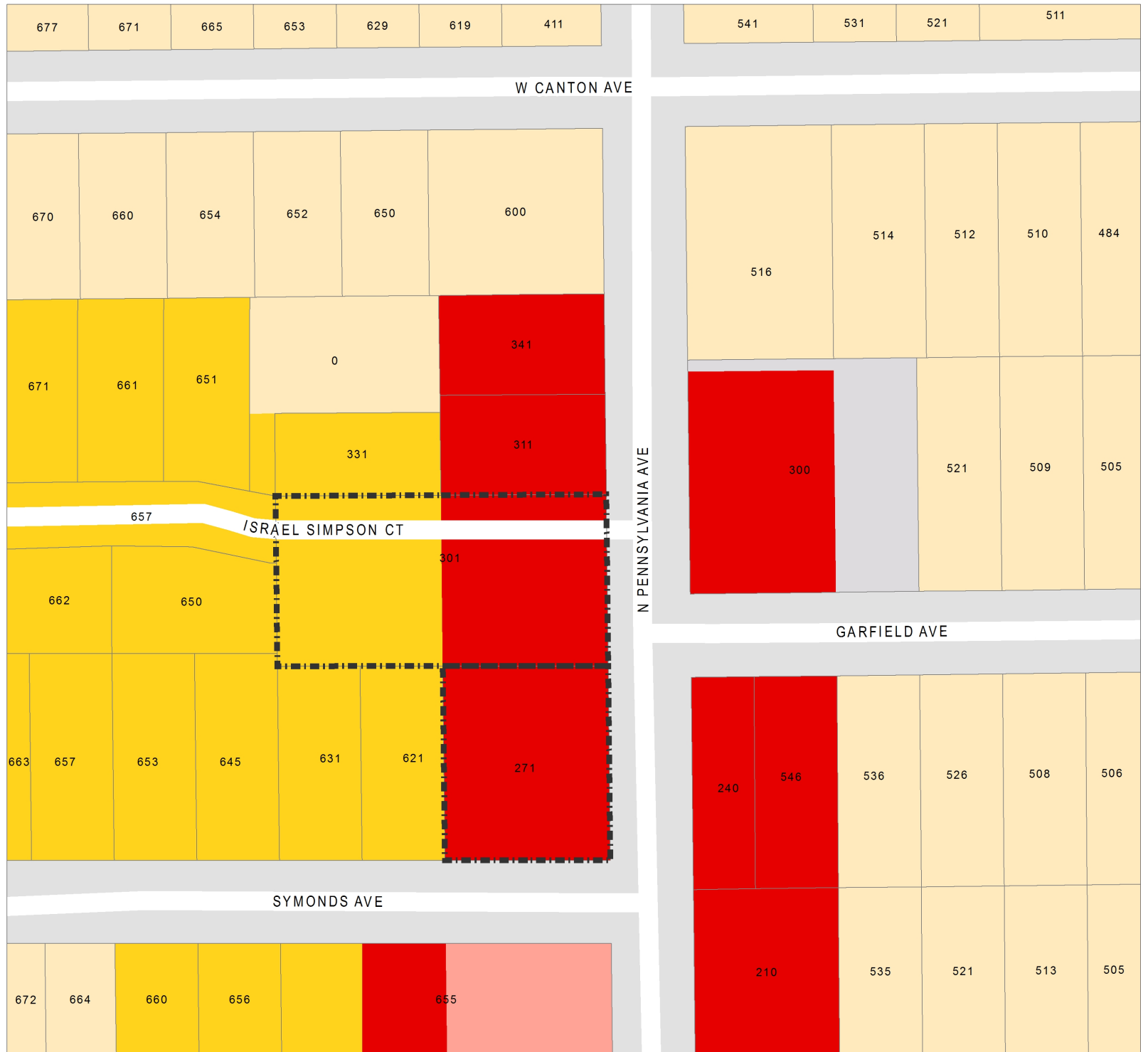


**271 & 301  
N PENNSYLVANIA AVE  
Zoning Map**

City of Winter Park  
Florida

**Zoning**

- C-2
- C-3
- PL
- R-1A
- R-2





















# SIMPSON COURT COTTAGE



## WINTER PARK, FLORIDA

WINTER PARK DESIGN



151 ORACLE DRIVE  
WINTER PARK, FL 32787  
PHONE: 407.844.7686  
FAX: 407.844.7686

SIMPSON COURT COTTAGE  
WINTER PARK, FLORIDA

JOB NUMBER

DATE

SHEET

DRAWN

REVISIONS

CS

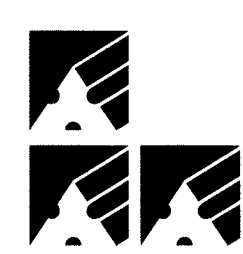
CSH

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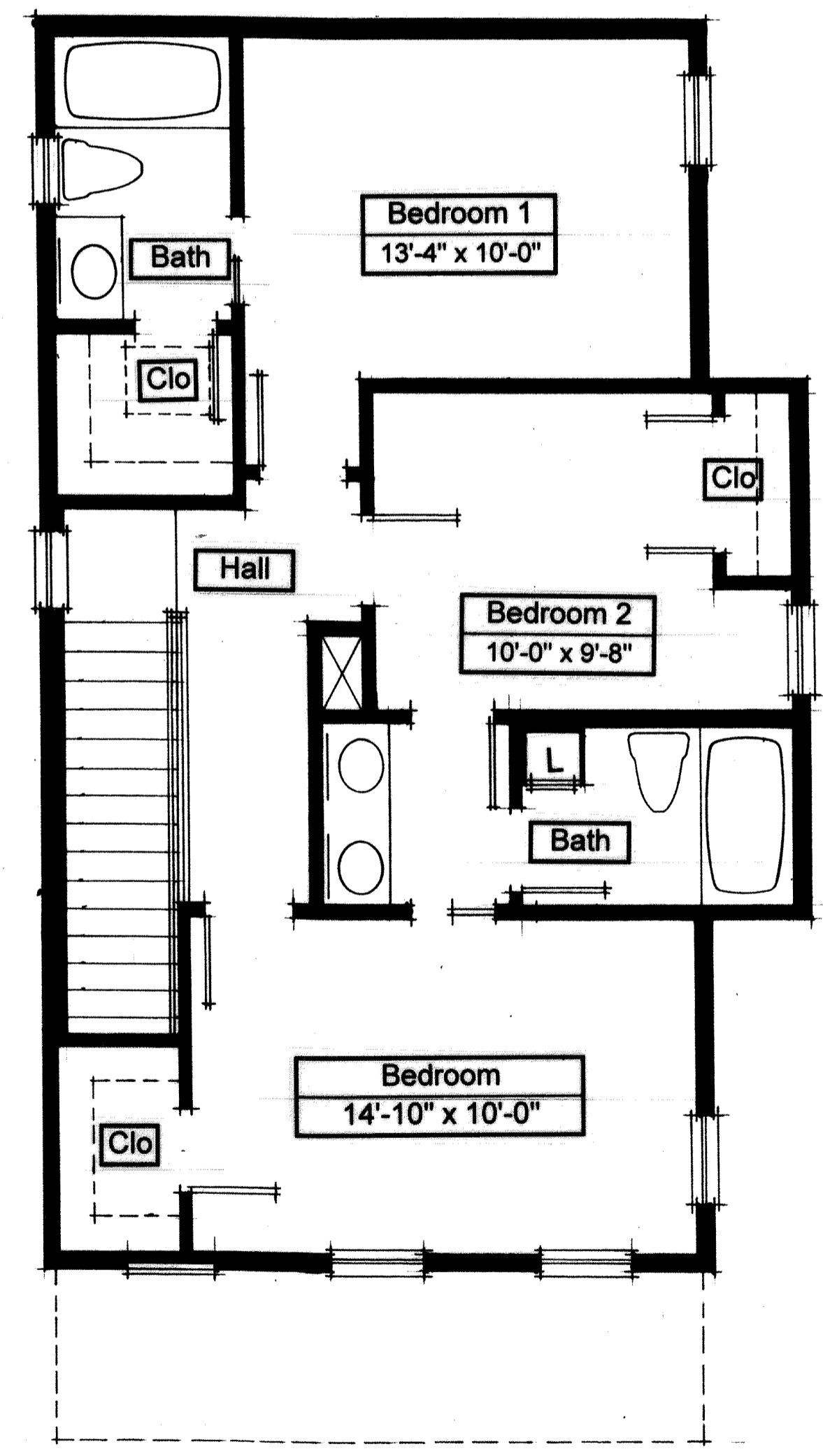
of

RGH

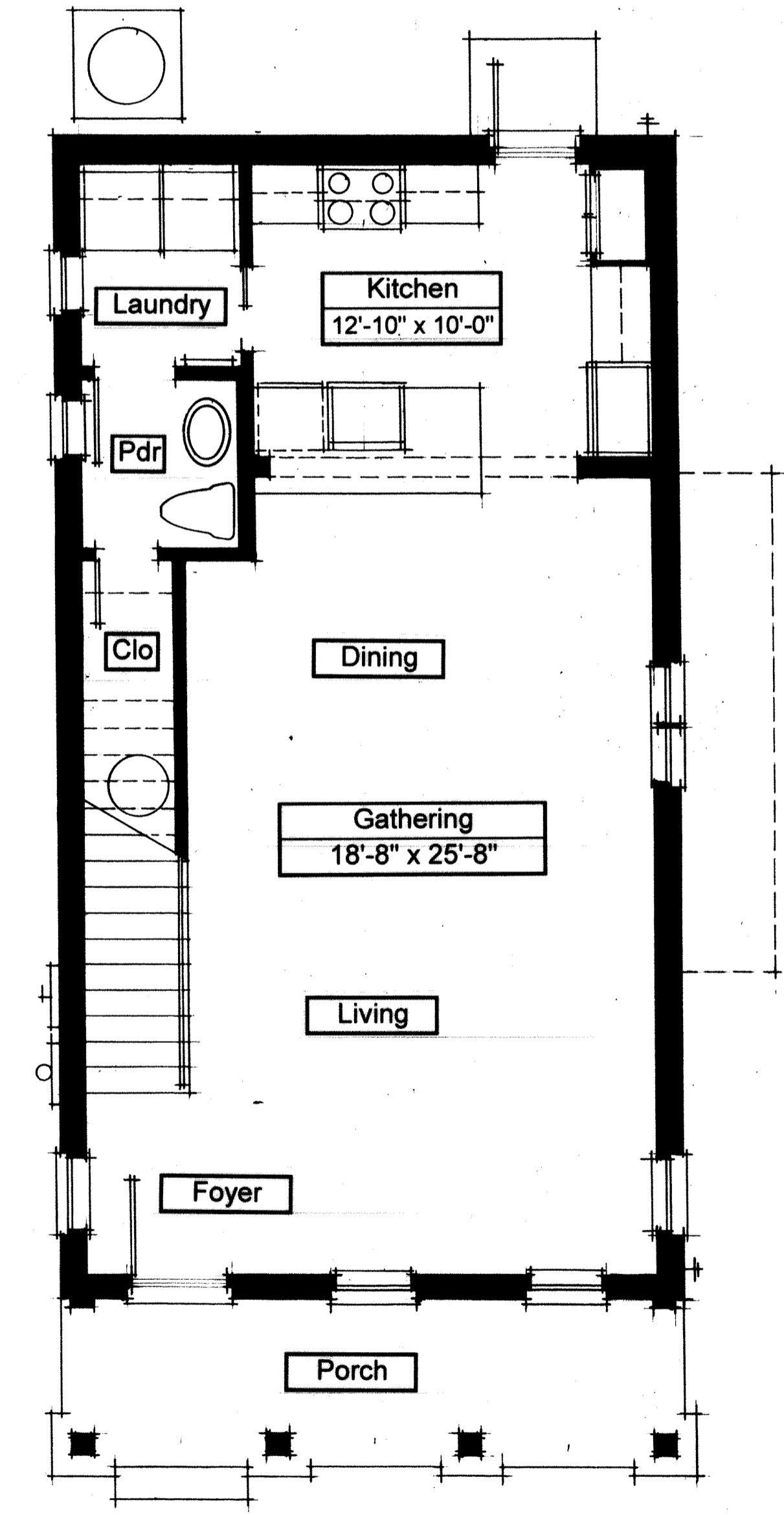
RGH



**SIMPSON COURT RESIDENCE**  
 WINTER PARK, FLORIDA



**SECOND FLOOR PLAN**



**FIRST FLOOR PLAN**

**AREA TABULATION**

First Floor	: 747
Second Floor	: 796
Total Living	: 1,543 SF
Porch	: 100
Total	: 1,643 SF

DATE	12/27	DESIGNER	KGH
DATE	02/07	CHECKED	
DATE		REVISIONS	



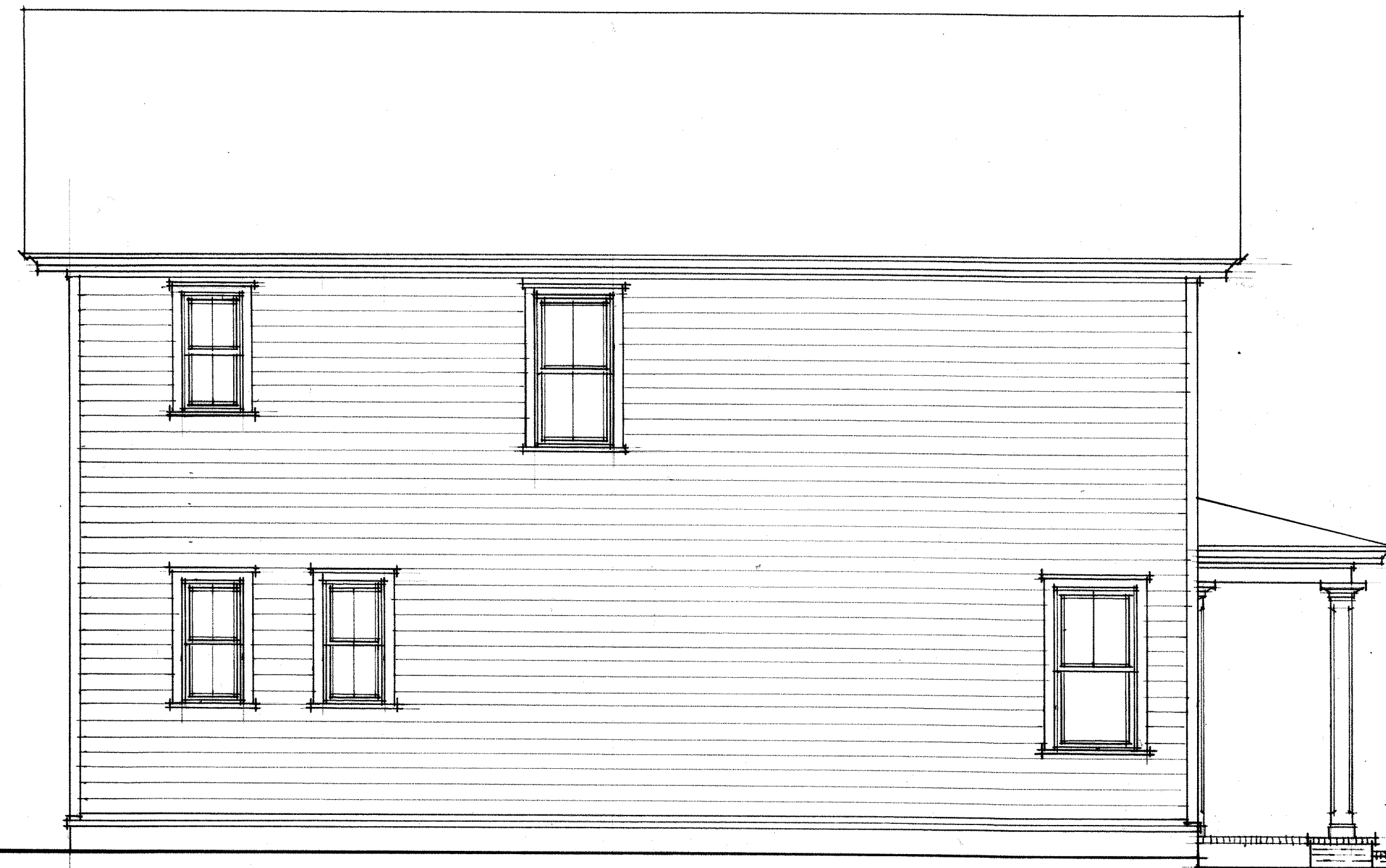


**RIGHT SIDE ELEVATION**

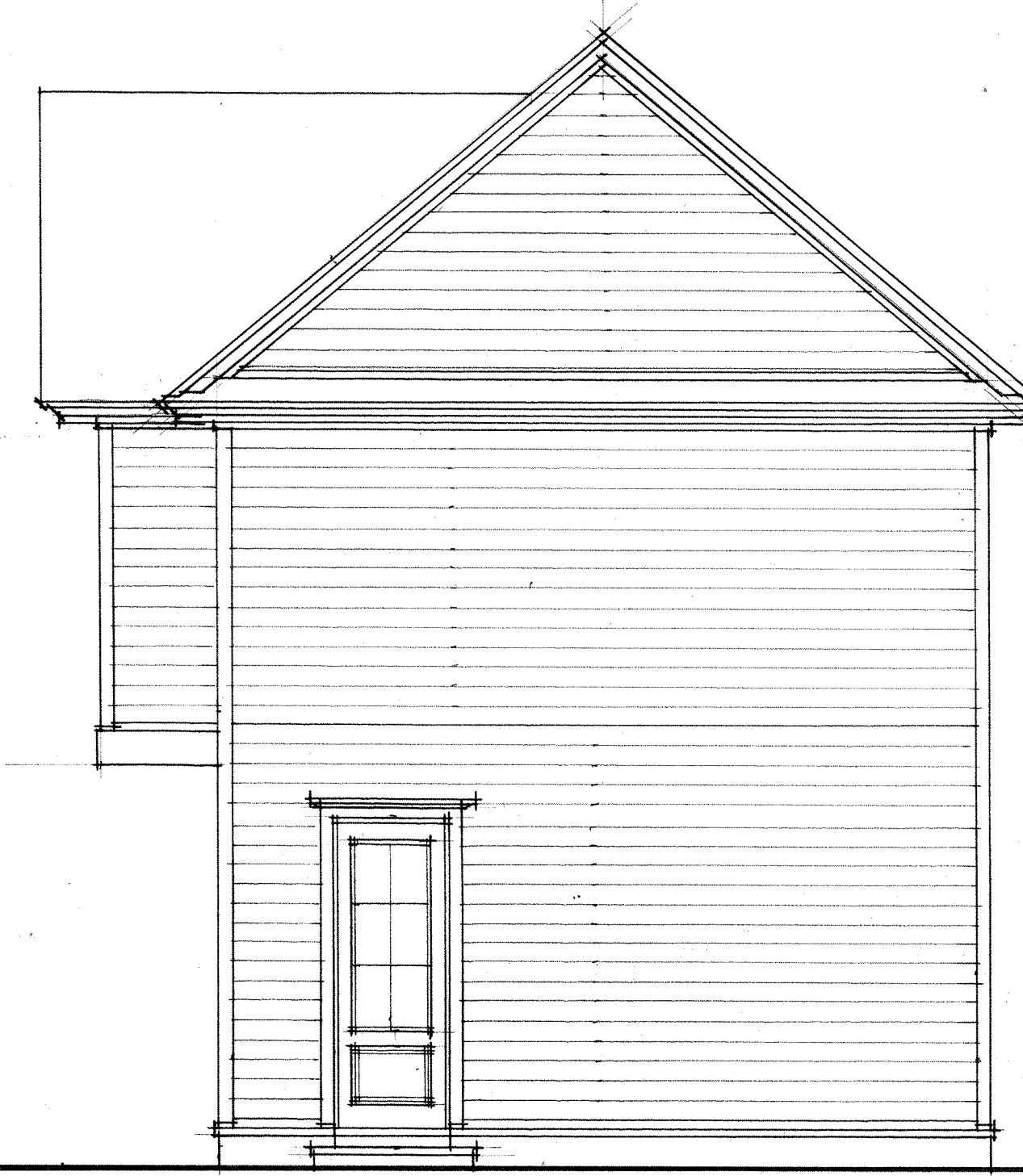


**FRONT ELEVATION**

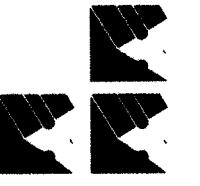
14'-10"



**LEFT SIDE ELEVATION**



**REAR ELEVATION**



**SIMPSON COURT RESIDENCE**  
WINTER PARK, FLORIDA

JOB NUMBER 1717	DRAWN Rgh	CHECKED
DATE Nov 20 2017	REVISIONS	



## DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is entered into this 15th day of April, 2018 by and between **Hannibal Square Community Land Trust (HSCLT)** (“**Grantee**”), and **301 N Penn LLC**, a Florida limited liability company (“**Developer**”).

WHEREAS, Developer intends to construct an office building (the “**Office Building**”) and a single-family residence (the “**Residence**” and, together with the Office Building, the “**Improvements**”) on property owned by Developer and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“**Property**”); and

WHEREAS, in order to develop the Improvements it will be necessary to obtain certain government approvals, authorizations, and permits with regard to the zoning, comprehensive planning, land use, land division, lot creation, design, building, construction, occupancy, associated variances, waivers, and other related entitlements (collectively the “**Governmental Approvals**”), such Governmental Approvals to be obtained from the City of Winter Park, the applicable water management district, and other governmental agencies having jurisdiction over the development and use of the Property (collectively the “**Governmental Authority(ies)**”); and

WHEREAS, Developer desires to apply for and pursue the Governmental Approvals for the Improvements from the applicable Governmental Authorities, to include the division (by plat, lot split or otherwise) of the Property into an office lot to accommodate the Office Building (the “**Office Building Lot**”) and a residential lot to accommodate the Residence, (the “**Residential Lot**”), subject to and in accordance with the terms and conditions contained herein; and

WHEREAS, Grantee desires to support such efforts by Developer, to join in and consent to the Governmental Approvals, and to fully endorse the development of the Improvements on the Property, under the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, for mutual consideration, including the foregoing *WHEREAS* clauses which are incorporated herein by reference, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantee and Developer agree as follows:

### I. PARTY RIGHTS AND RESPONSIBILITIES

#### A. Developer Rights and Responsibilities

1. Developer shall, at its expense, pursue the Governmental Approvals, including the creation of the Office Building Lot and the Residential Lot, (generally in accordance with the conceptual site plan attached hereto as Exhibit “B”) and if all Governmental Approvals are successfully obtained and issued by each applicable Governmental Authority, then Developer agrees to initiate and complete the construction of the Office Building on the Office Lot, and the Residence (in accordance with the custom home specifications attached, hereto as Exhibit “C”) on the Residential Lot.

2. Commencement of construction shall begin promptly after the last of the Governmental Approvals are issued and become final (the “**Construction Commencement**”) and once commenced Developer shall diligently prosecute such construction to completion, and final issuance of certificate of completion and certificate of occupancy, as applicable (the “**Final Completion**”).

3. During the pursuit of the Governmental Approvals, and the construction of the Residence, upon request by the Grantee, Developer shall provide Grantee with periodic status updates and progress reports.

4. If the Governmental Approvals are not obtained, or if Construction Commencement occurs but cannot be completed, or if, during any process, Developer reasonably determines that the Governmental Approvals cannot be obtained or Final Completion cannot be achieved, then Developer may terminate this Agreement by written notice to Grantee whereupon this Agreement shall automatically terminate and be of no further force or effect and the parties shall be relieved of all rights, duties, and obligations hereunder.

5. If the Governmental Approvals are obtained, Construction Commencement occurs, and Final Completion achieved, then Developer shall convey the Residence and the Residential Lot to Grantee by special warranty deed, and Developer shall provide the necessary cost information and data in order for the donation certificate (reference in Section B. 1. below) to be completed and executed.

#### **B. Grantee Responsibilities**

1. The Grantee hereby supports all efforts by Developer to obtain the Governmental Approvals, and fully endorses the development of the Improvements on the Property. If requested by Developer, Grantee will execute any documentation, or attend any public meetings or conferences to provide such support and endorsement consistent with the terms of this Agreement.

2. In conjunction with the conveyance of the Residence and Residential Lot, Grantee shall provide Developer with an executed donation certificate reflecting the fair market value of the Residence and the Residential Lot, said value to be based upon the amounts expended by Developer for the Governmental Approvals, together with the costs associated with the construction of the Residence, and upon amounts set forth in any appraisal.

3. Grantee shall manage interview and selection process of any resident for the Residence, and with respect to the initial occupants of the Residence, Grantee shall include Developer in the selection and approval process.

4. Subsequent to the conveyance, Grantee shall manage the maintenance of the Residence and the Residential Lot all in accordance with the applicable codes and ordinances of the applicable Governmental Authority.



**II. TIME OF PERFORMANCE**

**A. Start and Completion Dates**

The Construction Commencement and the Final Completion (as defined and set forth in Section A.2. above), shall be subject to any delay caused by natural disaster, terrorist activity, war, labor dispute or similar matter beyond the control of Developer.

**B. Term of the Agreement**

1. Unless earlier terminated pursuant to Article I, Section A.4. above, this Agreement will terminate when the Deed and Certificate, together with any other customary transfer documentation, are completed and exchanged between the parties.

2. Notwithstanding the provisions of Article III, Section B.1. below, the provisions of Article I, Section B above, shall survive the termination of this Agreement.

**III. BUDGET**

**A. Budget Details**

Developer shall maintain a ledger of the costs and expenses related to the construction of the Residence and shall provide Grantee with a summary of the total cost for the approved construction of the Residence. In addition, Grantee may request more detailed or different budget breakdowns for grants or other disclosures than the one contained herein, and Developer shall provide such supplementary budget information as soon as is practicable.

**IV. PAYMENT**

There will be no exchange of funds under this Agreement.

**V. NOTICES**

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

If to Grantee: Hannibal Square Community Land Trust, Inc.  
ATTN: Camille Reynolds, Director  
P.O. Box 364  
Winter Park, Florida 32790

If to Developer: 301 N Penn, LLC  
ATTN: Zane Williams  
271 N. Pennsylvania Avenue  
Winter Park, Florida 32789



With copy to: The Young Law Firm of Florida, LLC  
ATTN: A.T. Young  
1312 E. Robinson Street  
Orlando, FL 32801

With copy to: Shutts & Bowen LLP  
ATTN: Donald J. Curotto  
300 South Orange Ave., Suite 1000  
Orlando, Florida, 32801

## VI. ENTIRE AGREEMENT

1. Prior Agreements. This Agreement between Grantee and Developer supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Developer with respect to this Agreement.

2. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

3. Entire Agreement; Modification and Waiver. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by both parties hereto (or their respective successors and/or assigns). No failure of either party to exercise any power or to insist upon strict compliance with any obligation specified herein, and no custom, practice or course of dealing at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

4. Attorneys' Fees. In the event either party initiates any legal or administrative proceeding to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to receive its attorneys' fees and court costs from the non-prevailing party.


[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.


GRANTEE:

**HANNIBAL SQUARE COMMUNITY LAND TRUST**, a non-profit corp.

By:   
Print Name: CAMILLE REYNOLDS  
Title: EXECUTIVE DIRECTOR

DEVELOPER:

**301 N PENN LLC**, a Florida limited liability company

By:   
Print name: Zane Williams  
Title: Manager

**Exhibit "A"**  
**Property Legal Description**



**Exhibit "B"**  
**Conceptual Site Plan**

Handwritten signature and initials in blue ink, including a stylized 'A' and the letters 'CAR'.

**Exhibit "C"**  
**Custom Home Specifications**

7  
CAR



# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

### subject

Ordinance - Request of Sydgan Corp. to amend the "Comprehensive Plan" Future Land Use map from Multi-Family Residential to Central Business District on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East and from Commercial to Central Business District on the property at 227 Hannibal Square East, and to change the Zoning of 218 South Pennsylvania Avenue and 217 Hannibal Square East from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) and from Commercial (C-3) to Commercial (C-2) on the property at 227 Hannibal Square East. (1)

### motion / recommendation

Recommendation is for approval of the Comprehensive Plan future land use map amendment and Zoning map amendments.

### background

**Site and Context:** These properties are located within the Hannibal Square Neighborhood Commercial District, to the north of New England Avenue. The entire project site is 17,650 square feet in size (0.41 acres). The 227 Hannibal Square East property is currently developed with a 24 space parking lot, and 218 South Pennsylvania Ave and 217 Hannibal Square East are vacant land.

The location of these three properties are within the geographical area, as defined in the Comprehensive Plan, which are permitted to ask for a Future Land Use and Rezoning to Central Business District/C-2 per the Policy below.

**Policy 1-2.4.7: Restriction on the Use of CBD Future Land Use & (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.

**Project Analysis:** Per the C-2 zoning code, all new buildings within the Hannibal Square Neighborhood Commercial District require site and building plan approval by the P&Z Board and City Commission. The predominant factor requiring all development projects to go through this process is first and foremost, compatibility with the surrounding area. To the north of these properties is the Ward Chapel, the Welbourne Day Nursery and other properties zoned residential. This property is on the transitional edge of the business district as it transitions into a residential area. Planning staff feels that these two-story buildings with residential units on the second floor are an appropriate scale and compatible use in this location adjacent to residential zoning.

The proposed two-story building at 218 S. Pennsylvania will have 750 square feet of retail or office space on the ground floor and 927 square feet of storage space. These retail spaces are not being provided parking to allow for use as restaurant space. They may be food related businesses, as long as they have 12 seats or less they are classified as retail. The storage space shown on the floor plan is only permitted to be used by the residences or other tenants of the property owner. Off-site storage is not a permitted use in C-2 zoning to unrelated third-parties.

There will be five residential units between the two buildings, which Central Business District/C-2 allows for 17 units per acre. The project site measures 0.41 acres in size, and therefore allows up to six units. The first floor of the building facing Hannibal Square East will be parking spaces that will be hidden from view from Hannibal Square East. This is to be a replica of the Liner Apartment building to the east at the SW corner of Welbourne and Virginia Avenues. The four residential units on the second floor of this Liner Apartment building fronting Hannibal Square, East are all less than 750 square feet in size. The second first floor residential unit in the two-story building at 218 S. Pennsylvania Avenue is 1,677 square feet in size.

**Parking Analysis:** The applicant is requesting a variance to the residential parking requirements of 2.5 spaces for multi-family projects for the 4 Liner Building apartment units. Those units are less than 750 square feet in size and the variance request seems appropriate to staff as those units will likely hold one or two residents. The multi-family parking requirement is more applicable to larger units with more than one bedroom, and larger multi-family projects that require more guest parking. The larger apartment unit of 1,677 square feet in the 218 S. Pennsylvania Avenue building is only required to provide 2 spaces for that unit because it is not in a multi-family building (defined as 3 units or more).

The existing parking lot on this property is being reconfigured and will now provide 28 parking spaces, which is a net increase of four additional spaces than what exists today. Two of the residential units are located within the Hannibal Square Parking Exclusion Area, and therefore are not counted toward the parking requirement for the project. The total parking required for this project per Code is 9 spaces. The applicant will provide the other 5 parking spaces needed by committing 5 surplus parking spaces at 226 Hannibal Square, East toward this project.

Altogether, there are six different corporate entities involved in shared use of this parking lot. As a result, there needs to a formal Development Agreement initiated to make clear the rights that each party has to this shared parking lot.

**Summary:** The planning staff can support the requested changes to the Future Land Use designation from Multi-Family and Commercial to Central Business District, as well as the zoning changes to Commercial (C-2) because the Comprehensive Plan indicates that these properties are eligible for such designations. The two-story scale of the proposed development is compatible with the surrounding area. The staff believes that the parking variance for 2 spaces per unit in the new Liner Apartment building can be supported because the existing Liner Apartment building at the SW corner of Welbourne and Virginia Avenue has functioned adequately based on that number. However, there does need to be an agreement in writing about this shared parking so that everyone understands their abilities to us this shared parking lot.

**Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF SYDGAN CORP. TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP FROM A MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CENTRAL BUSINESS DISTRICT DESIGNATION ON THE PROPERTIES AT 218 S. PENNSYLVANIA AVENUE AND 217 HANNIBAL SQUARE, EAST AND FROM A COMMERCIAL DESIGNATION TO A CENTRAL BUSINESS DISTRICT DESIGNATION ON THE PROPERTY AT 227 HANNIBAL SQUARE, EAST.

**REQUEST OF SYDGAN CORP. TO:** AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) ZONING TO COMMERCIAL (C-2) ZONING ON THE PROPERTIES AT 218 S. PENNSYLVANIA AVENUE AND 217 HANNIBAL SQUARE, EAST AND FROM COMMERCIAL (C-3) ZONING TO COMMERCIAL (C-2) ZONING ON THE PROPERTY AT 227 HANNIBAL SQUARE, EAST.

**REQUEST OF SYDGAN CORP. FOR:** SITE AND BUILDING PLAN APPROVAL TO CONSTRUCT A TWO STORY, APPROXIMATELY 4,274 SQUARE FOOT RETAIL AND RESIDENTIAL MIXED USE BUILDING ON THE PROPERTY AT 218 S. PENNSYLVANIA AVENUE AND TO CONSTRUCT AN APPROXIMATELY 5,492 SQUARE FOOT, TWO STORY RESIDENTIAL.

Senior Planner, Allison McGillis presented the staff report, she explained that property owner, Sydgan Corp., is requesting the following:

1. Changing the Comprehensive Plan Future Land Use designation of Multi-Family Residential to Central Business District on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East and from Commercial to Central Business District on the property at 227 Hannibal Square East;
  2. Changing the Zoning of 218 South Pennsylvania Avenue and 217 Hannibal Square East from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) and from Commercial (C-3) to Commercial (C-2) on the property at 227 Hannibal Square East; and
- 
1. Site and building plan approval to construct a two-story approximately 4,275 square foot retail/residential building at 218 South Pennsylvania Avenue and to construct a two-story 5,492 square foot residential building at 217 and 227



## Hannibal Square East.

Mrs. McGillis stated that the properties are located within the Hannibal Square Neighborhood Commercial District, to the north of New England Avenue. The entire project site is 17,650 square feet in size (0.41 acres). The 227 Hannibal Square East property is currently developed with a 24-space parking lot, and 218 South Pennsylvania Ave and 217 Hannibal Square East are currently vacant.

Mrs. McGillis showed the Board the site plan for the proposed properties. She explained that the proposed two-story building at 218 S. Pennsylvania will be retail or office space on the ground floor with storage areas in the back and one residential unit on the second floor. She noted that the ground floor may have food related business as long as the business have 12 seats or less, which is classified as retail per the land development code based on the parking that is provided for the property.

Mrs. McGillis presented elevations for the proposed building from all four sides. She stated that the proposed building at 217 and 227 Hannibal Square, East will have covered parking on the first floor and 4 residential units on the second floor which are all less than 750 square feet in size. She showed elevations for the proposed building and noted that the architecture matches the architecture for Hannibal Square.

Mrs. McGillis stated that with respect to parking, the applicant is asking for a variance to use 2 spaces per unit versus 2.5 spaces for the 4-Liner Building apartment units because all of the units in the 4-Liner apartment building are less than 750 square feet in size. She noted that the larger apartment in the 218 S. Pennsylvania building only requires two parking spaces because that unit is not in a multi-family project, which is defined as three units or more. She stated that two of the residential units for this project are located within the Hannibal Square Parking Exclusion Area and therefore, are not counted toward the parking requirement for the project and the total parking requirement for the project, with the variance, is nine spaces. She stated that the existing parking lot on the property is being reconfigured, which will provide 28 parking spaces, which is a net increase of 4 parking spaces which will be utilized for the project and the applicant will be committing 5 parking spaces across the street at 226 Hannibal Square, East to the project. Altogether, there are six different entities involved in the use of the parking lot, therefore, Staff is recommending a Condition of Approval that there be a formal Development Agreement initiated to make clear, the rights that each party has to the shared parking lot and to fulfill the 5 remaining parking spaces,

Mrs. McGillis summarized by stating that Staff is recommendation is for approval of the Comprehensive Plan amendments, rezoning and site and building plan approval with the condition regarding the Development Agreement to be executed to formalize the parking requirements for this project and that the retail spaces cannot be used for food services if the business has more than 12 seats.

**STAFF RECOMMENDATION IS FOR APPROVAL** of the Comp. Plan, Rezoning and Site/Building plans with the following condition that a Development Agreement be executed providing assurances as to the parking commitments for the project,

including the allocation of parking to each user, that the two retail tenants onsite are limited a commercial/office use and if food service then limited to or 12 seats or less each, and that the 5 spaces offsite at 226 Hannibal Square East are committed towards the parking requirements of this project.

There were no question for Staff.

Applicant Dan Bellows, Winter Park Development Agency, LTD., 411 West New England Avenue, Winter Park, addressed the Board. He reviewed the site plans and land use map related to the project.

There was no public comment. The Public Hearing was closed.

The Board agreed with Staff's recommendations.

**Motion made by Ray Waugh, seconded by Owen Beitsch, for approval to amend the "Comprehensive Plan" Future Land Use map from a Medium Density Multi-Family Residential to Central Business District designation on the properties at 218 S. Pennsylvania Avenue and 217 Hannibal Square, East and from a Commercial designation to a Central District designation on the property at 227 Hannibal Square, East.  
Motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the Official Zoning Map to change from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) zoning on the properties at 2108 S. Pennsylvania Avenue and 217 Hannibal Square, East and from Commercial (C-3) zoning to Commercial (C-2) zoning on the property at 227 Hannibal Square, East.  
Motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Bob Hahn for Site and Building Plana approval to construct a two-story, approximately 4,274 square foot retail and residential mixed use building on the property at 218 S. Pennsylvania Avenue and to construct an approximately 5,492 square foot, two-story residential building on the properties at 217 and 227 Hannibal Square East, subject to the conditions recommended by staff and agreed to by the applicant:**

- 1. That a Development Agreement be executed providing assurances as to the parking commitments for the project, including the allocation of parking to each user, that the two retail tenants onsite are limited a commercial/office use and if food service then limited to or 12 seats or less each, and that the 5 spaces offsite at 226 Hannibal Square East are committed towards the parking requirements of this project.  
Motion carried unanimously with a 6-0 vote.**

## [alternatives / other considerations](#)

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

**Description**

Ordinance - Comp Plan

Ordinance - Zoning

**Upload Date**

6/12/2018

6/12/2018

**Type**

Ordinance

Ordinance

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CENTRAL BUSINESS DISTRICT ON THE PROPERTIES AT 218 S PENNSYLVANIA AVE AND 217 HANNIBAL SQUARE EAST, AND FROM COMMERCIAL TO CENTRAL BUSINESS DISTRICT ON THE PROPERTY AT 227 HANNIBAL SQUARE EAST, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on June 5, 2018, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 25, 2017 and on July 9, 2018 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of Medium Density Multi-Family Residential to Central Business District on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East, being more particularly described as follows:

LOTS 3 & 4 BLK 42 REVISED MAP OF THE TOWN OF WINTER PARK as recorded in Plat Book "A" Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID#s 05-22-30-9400-42-030 and 05-22-30-9400-42-041

**SECTION 2.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of Commercial to Central Business District on the property at 227 Hannibal Square East, being more particularly described as follows:

LOTS 5 & 8 AND THE EAST 26 FT OF LOTS 6 & 7 BLK 42 REVISED MAP OF THE TOWN OF WINTER PARK as recorded in Plat Book "A" Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID# 05-22-30-9400-42-040

**SECTION 3. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 4. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5. Effective Date.** An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

**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 \_\_\_\_\_, 2018.

Mayor

\_\_\_\_\_  
Mayor Steve Leary

Attest:

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



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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTIES AT 218 S PENNSYLVANIA AVE AND 217 HANNIBAL SQUARE EAST, AND TO CHANGE FROM COMMERCIAL (C-3) TO COMMERCIAL (C-2) ON THE PROPERTY AT 227 HANNIBAL SQUARE EAST, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the owners of properties at 218 South Pennsylvania Avenue, 217 and 227 Hannibal Square East have requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their June 5, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS**, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Medium Density Multi-Family Residential (R-3) District to Commercial (C-2) District zoning on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East, being more particularly described as follows:

LOTS 3 & 4 BLK 42 REVISED MAP OF THE TOWN OF WINTER PARK as recorded in Plat Book "A" Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID#s 05-22-30-9400-42-030 and 05-22-30-9400-42-041

**SECTION 2. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Commercial (C-3) District to Commercial (C-2) District zoning on the property at 227 Hannibal Square East, being more particularly described as follows:

LOTS 5 & 8 AND THE EAST 26 FT OF LOTS 6 & 7 BLK 42 REVISED MAP OF THE TOWN OF WINTER PARK as recorded in Plat Book "A" Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID# 05-22-30-9400-42-040

**SECTION 3. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 4. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

**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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

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





# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	
Approval			
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

### subject

Request of Sydgan Corp. for site and building plan approval to construct a two-story approximately 4,275 square foot retail/residential building at 218 South Pennsylvania Avenue and to construct a two-story 5,492 square foot residential building at 217 and 227 Hannibal Square East.

### motion / recommendation

Recommendation is for Approval of the Site/Building plans with the following condition:

1. That a Development Agreement be executed providing assurances as to the parking commitments for the project, including the allocation of parking to each user, that the two retail tenants onsite are limited to a commercial/office use and if food service then limited to 12 seats or less each, and that the 5 spaces offsite at 226 Hannibal Square East are committed towards the parking requirements of this project.

### background

**Site and Context:** These properties are located within the Hannibal Square Neighborhood Commercial District, to the north of New England Avenue. The entire project site is 17,650 square feet in size (0.41 acres). The 227 Hannibal Square East property is currently developed with a 24 space parking lot, and 218 South Pennsylvania Ave and 217 Hannibal Square East are vacant land.

The location of these three properties are within the geographical area, as defined in the Comprehensive Plan, which are permitted to ask for a Future Land Use and Rezoning to Central Business District/C-2 per the Policy below.

**Policy 1-2.4.7: Restriction on the Use of CBD Future Land Use & (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.

**Project Analysis:** Per the C-2 zoning code, all new buildings within the Hannibal Square Neighborhood Commercial District require site and building plan approval by the P&Z Board and City Commission. The predominant factor requiring all development projects to go through this process is first and foremost, compatibility with the surrounding area. To the north of these properties is the Ward Chapel, the Welbourne Day Nursery and other properties zoned residential. This property is on the transitional edge of the business district as it transitions into a residential area. Planning staff feels that these two-story buildings with residential units on the second floor are an appropriate scale and compatible use in this location adjacent to residential zoning.

The proposed two-story building at 218 S. Pennsylvania will have 750 square feet of retail or office space on the ground floor and 927 square feet of storage space. These retail spaces are not being provided parking to allow for use as restaurant space. They may be food related businesses, as long as they have 12 seats or less they are classified as retail. The storage space shown on the floor plan is only permitted to be used by the residences or other tenants of the property owner. Off-site storage is not a permitted use in C-2 zoning to unrelated third-parties.

There will be five residential units between the two buildings, which Central Business District/C-2 allows for 17 units per acre. The project site measures 0.41 acres in size, and therefore allows up to six units. The first floor of the building facing Hannibal Square East will be parking spaces that will be hidden from view from Hannibal Square East. This is to be a replica of the Liner Apartment building to the east at the SW corner of Welbourne and Virginia Avenues. The four residential units on the second floor of this Liner Apartment building fronting Hannibal Square, East are all less than 750 square feet in size. The second first floor residential unit in the two-story building at 218 S. Pennsylvania Avenue is 1,677 square feet in size.

**Parking Analysis:** The applicant is requesting a variance to the residential parking requirements of 2.5 spaces for multi-family projects for the 4 Liner Building apartment units. Those units are less than 750 square feet in size and the variance request seems appropriate to staff as those units will likely hold one or two residents. The multi-family parking requirement is more applicable to larger units with more than one bedroom, and larger multi-family projects that require more guest parking. The larger apartment unit of 1,677 square feet in the 218 S. Pennsylvania Avenue building is only required to provide 2 spaces for that unit because it is not in a multi-family building (defined as 3 units or more).

The existing parking lot on this property is being reconfigured and will now provide 28 parking spaces, which is a net increase of four additional spaces than what exists today. Two of the residential units are located within the Hannibal Square Parking Exclusion Area, and therefore are not counted toward the parking requirement for the project. The total parking required for this project per Code is 9 spaces. The

applicant will provide the other 5 parking spaces needed by committing 5 surplus parking spaces at 226 Hannibal Square, East toward this project.

Altogether, there are six different corporate entities involved in shared use of this parking lot. As a result, there needs to be a formal Development Agreement initiated to make clear the rights that each party has to this shared parking lot.

**Summary:** The planning staff can support the requested changes to the Future Land Use designation from Multi-Family and Commercial to Central Business District, as well as the zoning changes to Commercial (C-2) because the Comprehensive Plan indicates that these properties are eligible for such designations. The two-story scale of the proposed development is compatible with the surrounding area. The staff believes that the parking variance for 2 spaces per unit in the new Liner Apartment building can be supported because the existing Liner Apartment building at the SW corner of Welbourne and Virginia Avenue has functioned adequately based on that number. However, there does need to be an agreement in writing about this shared parking so that everyone understands their abilities to use this shared parking lot.

### **Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF SYDGAN CORP. TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP FROM A MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CENTRAL BUSINESS DISTRICT DESIGNATION ON THE PROPERTIES AT 218 S. PENNSYLVANIA AVENUE AND 217 HANNIBAL SQUARE, EAST AND FROM A COMMERCIAL DESIGNATION TO A CENTRAL BUSINESS DISTRICT DESIGNATION ON THE PROPERTY AT 227 HANNIBAL SQUARE, EAST.

**REQUEST OF SYDGAN CORP. TO:** AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) ZONING TO COMMERCIAL (C-2) ZONING ON THE PROPERTIES AT 218 S. PENNSYLVANIA AVENUE AND 217 HANNIBAL SQUARE, EAST AND FROM COMMERCIAL (C-3) ZONING TO COMMERCIAL (C-2) ZONING ON THE PROPERTY AT 227 HANNIBAL SQUARE, EAST.

**REQUEST OF SYDGAN CORP. FOR:** SITE AND BUILDING PLAN APPROVAL TO CONSTRUCT A TWO STORY, APPROXIMATELY 4,274 SQUARE FOOT RETAIL AND RESIDENTIAL MIXED USE BUILDING ON THE PROPERTY AT 218 S. PENNSYLVANIA AVENUE AND TO CONSTRUCT AN APPROXIMATELY 5,492 SQUARE FOOT, TWO STORY RESIDENTIAL.

Senior Planner, Allison McGillis presented the staff report, she explained that property owner, Sydgan Corp., is requesting the following:

1. Changing the Comprehensive Plan Future Land Use designation of Multi-Family Residential to Central Business District on the properties at 218 South Pennsylvania Avenue and 217 Hannibal Square East and from Commercial to Central Business District on the property at 227 Hannibal Square East;
2. Changing the Zoning of 218 South Pennsylvania Avenue and 217 Hannibal Square East from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) and from Commercial (C-3) to Commercial (C-2) on the property at 227 Hannibal Square East; and

1. Site and building plan approval to construct a two-story approximately 4,275

square foot retail/residential building at 218 South Pennsylvania Avenue and to construct a two-story 5,492 square foot residential building at 217 and 227 Hannibal Square East.

Mrs. McGillis stated that the properties are located within the Hannibal Square Neighborhood Commercial District, to the north of New England Avenue. The entire project site is 17,650 square feet in size (0.41 acres). The 227 Hannibal Square East property is currently developed with a 24-space parking lot, and 218 South Pennsylvania Ave and 217 Hannibal Square East are currently vacant.

Mrs. McGillis showed the Board the site plan for the proposed properties. She explained that the proposed two-story building at 218 S. Pennsylvania will be retail or office space on the ground floor with storage areas in the back and one residential unit on the second floor. She noted that the ground floor may have food related business as long as the business have 12 seats or less, which is classified as retail per the land development code based on the parking that is provided for the property.

Mrs. McGillis presented elevations for the proposed building from all four sides. She stated that the proposed building at 217 and 227 Hannibal Square, East will have covered parking on the first floor and 4 residential units on the second floor which are all less than 750 square feet in size. She showed elevations for the proposed building and noted that the architecture matches the architecture for Hannibal Square.

Mrs. McGillis stated that with respect to parking, the applicant is asking for a variance to use 2 spaces per unit versus 2.5 spaces for the 4-Liner Building apartment units because all of the units in the 4-Liner apartment building are less than 750 square feet in size. She noted that the larger apartment in the 218 S. Pennsylvania building only requires two parking spaces because that unit is not in a multi-family project, which is defined as three units or more. She stated that two of the residential units for this project are located within the Hannibal Square Parking Exclusion Area and therefore, are not counted toward the parking requirement for the project and the total parking requirement for the project, with the variance, is nine spaces. She stated that the existing parking lot on the property is being reconfigured, which will provide 28 parking spaces, which is a net increase of 4 parking spaces which will be utilized for the project and the applicant will be committing 5 parking spaces across the street at 226 Hannibal Square, East to the project. Altogether, there are six different entities involved in the use of the parking lot, therefore, Staff is recommending a Condition of Approval that there be a formal Development Agreement initiated to make clear, the rights that each party has to the shared parking lot and to fulfill the 5 remaining parking spaces,

Mrs. McGillis summarized by stating that Staff is recommendation is for approval of the Comprehensive Plan amendments, rezoning and site and building plan approval with the condition regarding the Development Agreement to be executed to formalize the parking requirements for this project and that the retail spaces cannot be used for food services if the business has more than 12 seats.

**STAFF RECOMMENDATION IS FOR APPROVAL** of the Comp. Plan, Rezoning

and Site/Building plans with the following condition that a Development Agreement be executed providing assurances as to the parking commitments for the project, including the allocation of parking to each user, that the two retail tenants onsite are limited a commercial/office use and if food service then limited to or 12 seats or less each, and that the 5 spaces offsite at 226 Hannibal Square East are committed towards the parking requirements of this project.

There were no question for Staff.

Applicant Dan Bellows, Winter Park Development Agency, LTD., 411 West New England Avenue, Winter Park, addressed the Board. He reviewed the site plans and land use map related to the project.

There was no public comment. The Public Hearing was closed.

The Board agreed with Staff's recommendations.

**Motion made by Ray Waugh, seconded by Owen Beitsch, for approval to amend the "Comprehensive Plan" Future Land Use map from a Medium Density Multi-Family Residential to Central Business District designation on the properties at 218 S. Pennsylvania Avenue and 217 Hannibal Square, East and from a Commercial designation to a Central District designation on the property at 227 Hannibal Square, East.**

**Motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the Official Zoning Map to change from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) zoning on the properties at 2108 S. Pennsylvania Avenue and 217 Hannibal Square, East and from Commercial (C-3) zoning to Commercial (C-2) zoning on the property at 227 Hannibal Square, East.**

**Motion carried unanimously with a 6-0 vote.**

**Motion made by Ray Waugh, seconded by Bob Hahn for Site and Building Plana approval to construct a two-story, approximately 4,274 square foot retail and residential mixed use building on the property at 218 S. Pennsylvania Avenue and to construct an approximately 5,492 square foot, two-story residential building on the properties at 217 and 227 Hannibal Square East, subject to the conditions recommended by staff and agreed to by the applicant:**

- 1. That a Development Agreement be executed providing assurances as to the parking commitments for the project, including the allocation of parking to each user, that the two retail tenants onsite are limited a commercial/office use and if food service then limited to or 12 seats or less each, and that the 5 spaces offsite at 226 Hannibal Square East are committed towards the parking requirements of this project.**

**Motion carried unanimously with a 6-0 vote.**

**alternatives / other considerations**

**fiscal impact**

ATTACHMENTS:

Description

Backup Material

Upload Date

6/12/2018

Type

Backup Material



**218 S PENN AVE &  
217/227 HANNIBAL SQ E**  
**Location Map**

City of Winter Park  
Florida





**218 S PENN AVE &  
217/227 HANNIBAL SQ E  
Future Land Use Map**

City of Winter Park  
Florida

**Future Land Use**

- Central Business District
- Commerce
- Institutional
- Medium Density Residential
- Low Density





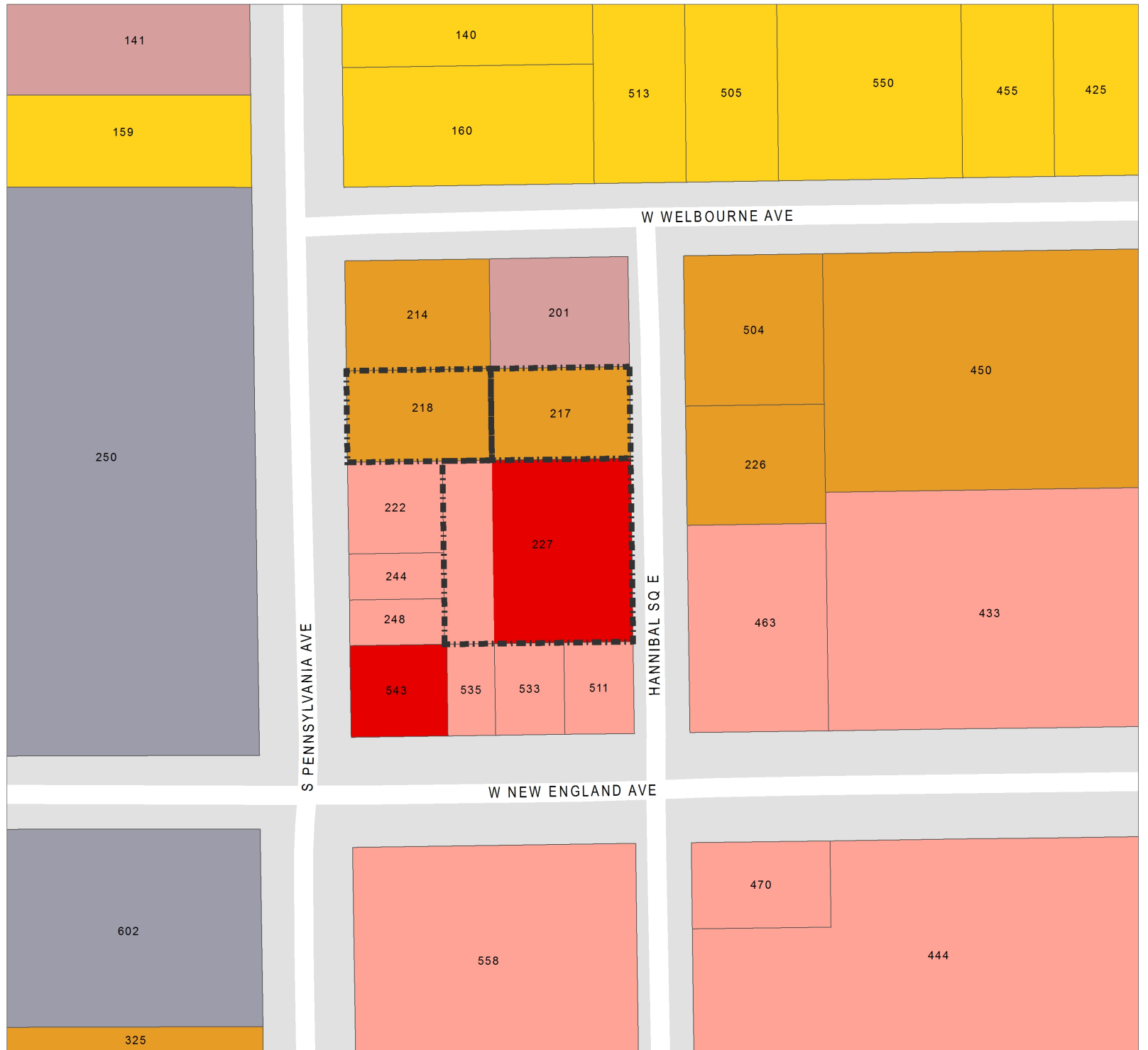


### 218 S PENN AVE & 217/227 HANNIBAL SQ E Zoning Map

City of Winter Park  
Florida

#### Zoning

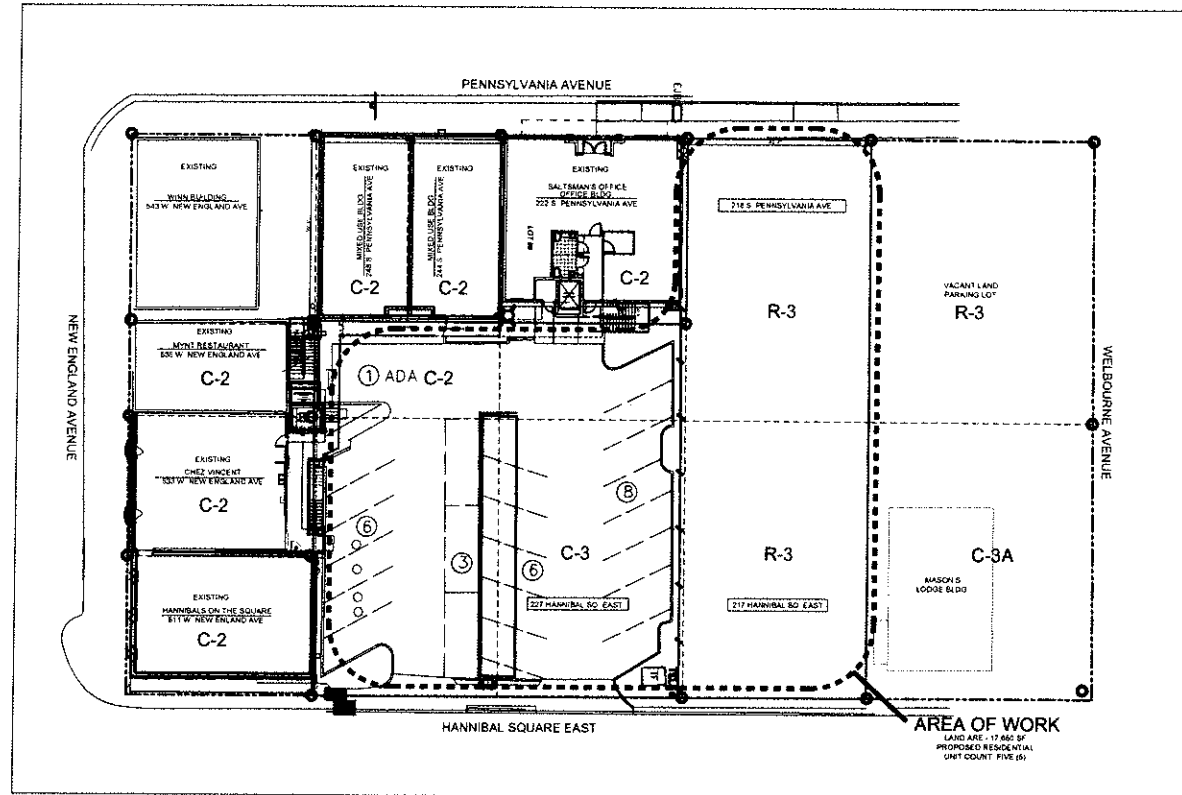
- C-2
- C-3
- C-3A
- PQP
- R-2
- R-3



# REZONING

## 218 S PENNSYLVANIA AVE & 227 & 217 HANNIBAL SQ. EAST

### WINTER PARK, FL 32789



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- PARKING**
- PK-0 EXISTING PARKING
- PK-1 PARKING ROUTE, CENTER
- PK-2 PARKING ROUTE, WEST
- PK-3 PARKING ROUTE, EXIT
- PK-4 PARKING WEST
- PK-5 PARKING ROUTE, EAST
- 218 S. PENNSYLVANIA AVE**
- A-1 WEST ELEVATION
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- A-3 1ST & 2ND FLOOR PLAN
- A-5 NORTH & SOUTH ELEVATIONS
- 227 & 217 HANNIBAL SQ. EAST
- B-1 EAST & WEST ELEVATION**
- B-2 NORTH & SOUTH ELEVATION
- B-3 1ST & 2ND FLOOR PLAN

### PARKING SCHEDULE

	BLOCK 362	226	444 WNE	
	42 GARAGE	HANNIBAL	GARAGE	TOTAL
<b>EXISTING BUILDINGS PARKING LOCATION</b>				
511 W. NEW ENGLAND AVE	10			
533 W. NEW ENGLAND AVE	5			
535 W. NEW ENGLAND AVE	0			
543 W. NEW ENGLAND AVE	0			
248 S. PENNSYLVANIA AVE		5		
244 S. PENNSYLVANIA AVE		5		
222 S. PENNSYLVANIA AVE	9			
<b>EXISTING PROVIDED</b>	<b>24</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>NEW BUILDINGS PARKING LOCATION</b>				
218 S. PENNSYLVANIA AVE	4	2		6
227 HANNIBAL SQ EAST		3		3
<b>TOTAL</b>	<b>4</b>	<b>5</b>		<b>9</b>
<b>GRAND TOTAL</b>	<b>28</b>	<b>10</b>	<b>5</b>	<b>43</b>

### REQUIRED ADDITIONAL NEW BUILDING - PARKING

218 S. PENNSYLVANIA AVE:	<b>APARTMENT UNITS</b>	<b>REQ'D PKG</b>
APARTMENT UNITS	1	2
RETAIL/OFFICE	750 SF	3
STORAGE	927	0
	<b>APARTMENT UNITS</b>	<b>REQ'D PKG</b>
227 HANNIBAL SQ EAST:	4	8 *
LESS HANNIBAL SQ PARKING EXEMPTION		< 4 >
<b>TOTAL NEW REQUIRED PARKING</b>		<b>9 *</b>

PROVIDED ON BLOCK 42 & 226 HANNIBAL SQ

HANNIBAL SQ. PKG EXCLUSION AREA - EXEMPT 6 PARKING SPACES \*

**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ. EAST**  
 WINTER PARK, FL 32790

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

MODesign T/ 407.740.5585 MO@MODinc.us  
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 NO. REVISIONS:

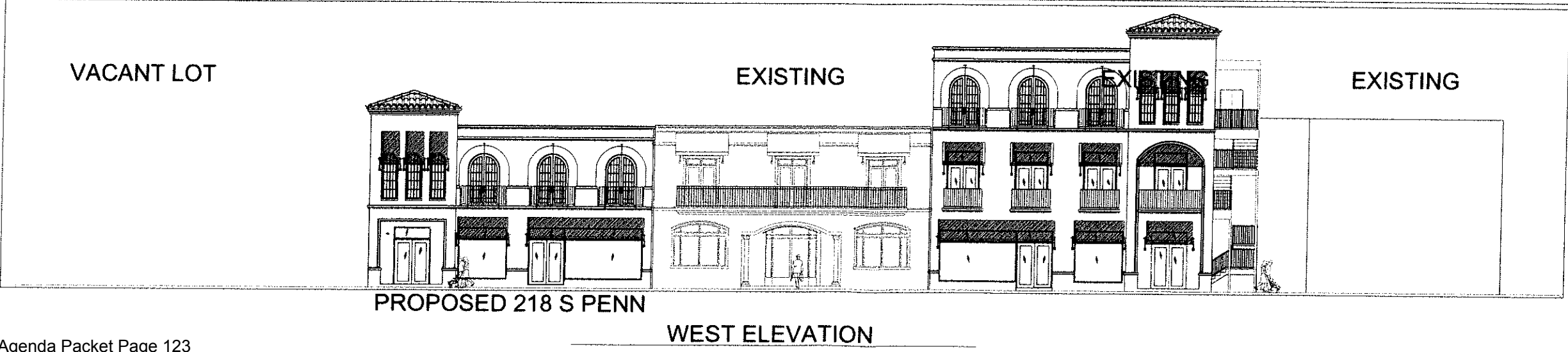
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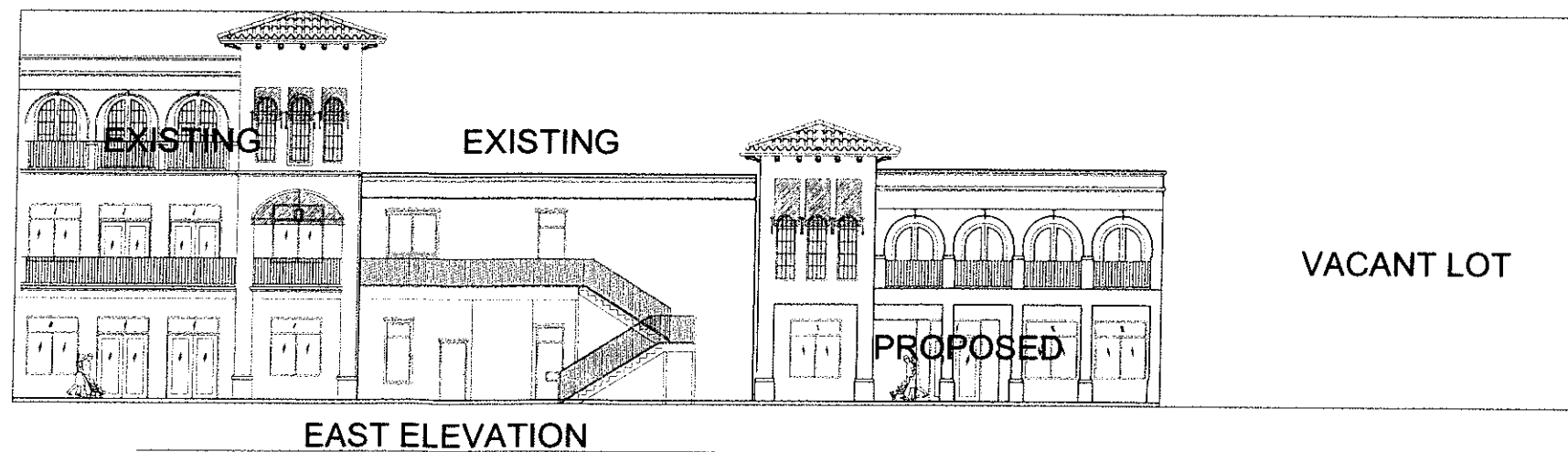
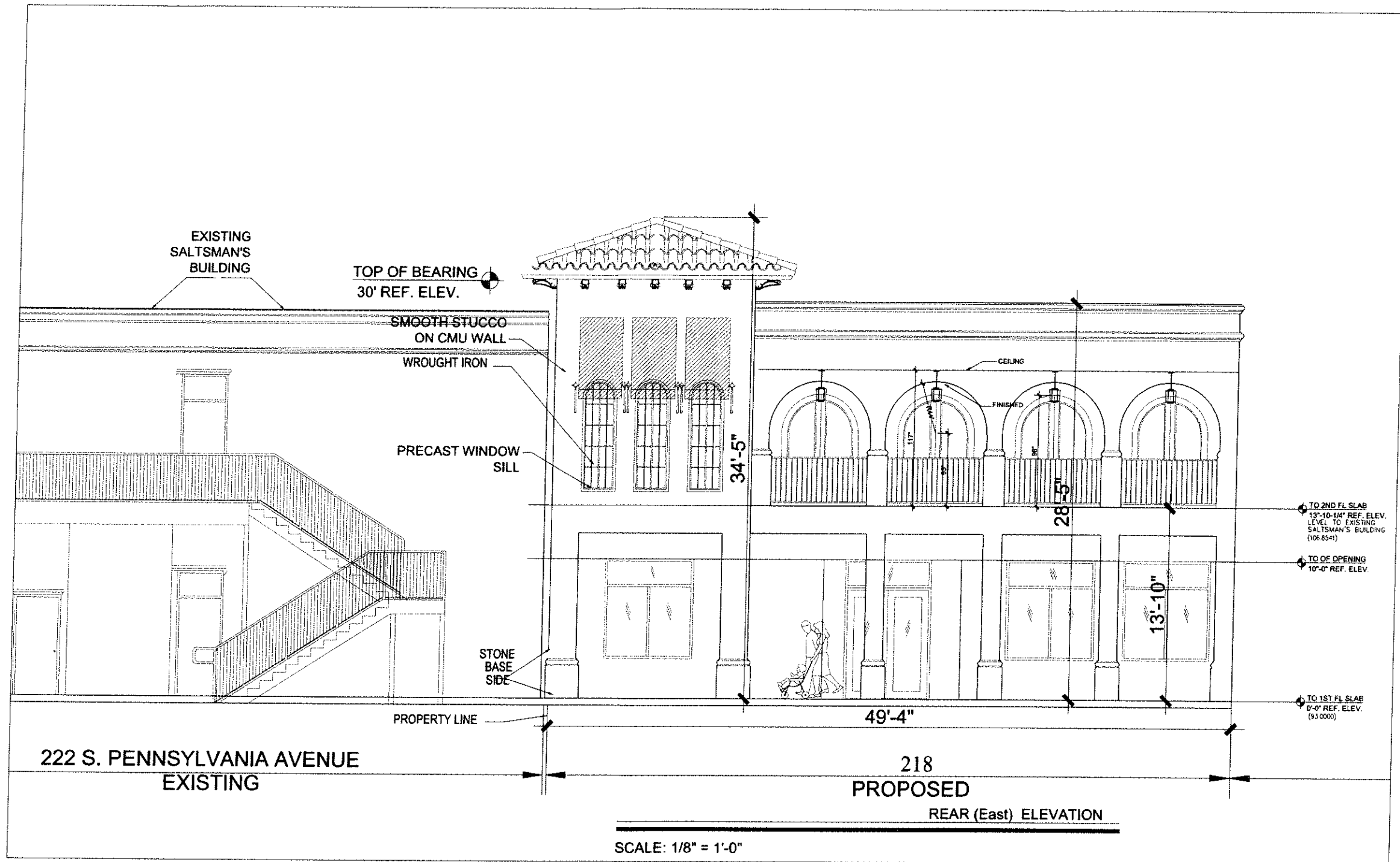


218 S. PENNSYLVANIA AVE.  
WINTER PARK, FL 32790

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MODesign	T/ 407.740.5585	MO@MODinc.us
DWG NO.	SCALE:	DATE:
A-1	as noted	5-15-18
	NO. REVISIONS:	





218 S. PENNSYLVANIA AVE.  
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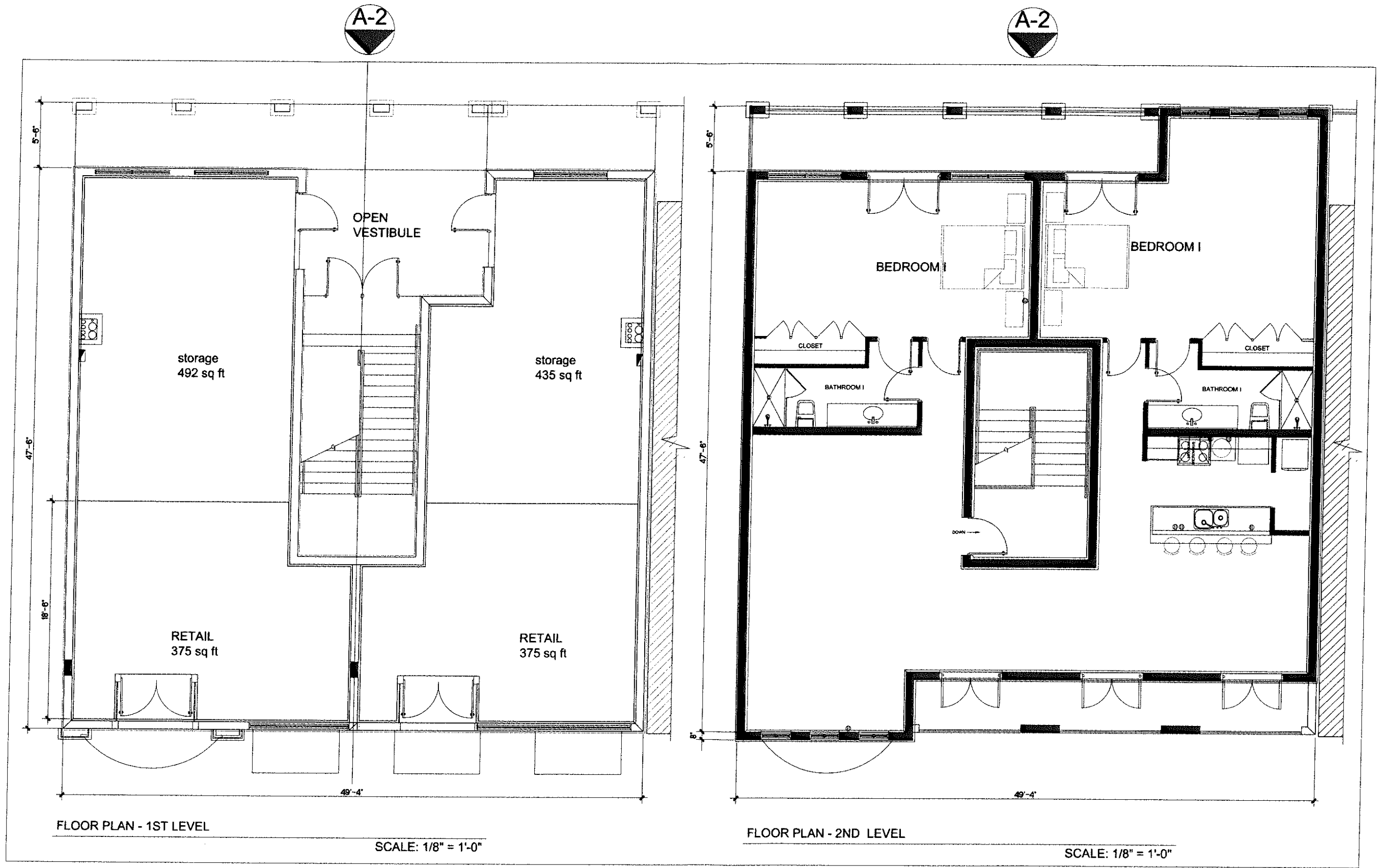
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SCALE: as noted

DATE: 5-15-18

NO. REVISIONS:

EAST ELEVATION



FLOOR PLAN - 1ST LEVEL

SCALE: 1/8" = 1'-0"

FLOOR PLAN - 2ND LEVEL

SCALE: 1/8" = 1'-0"



NORTH



PLANS

218 S. PENNSYLVANIA AVE.  
WINTER PARK, FL 32790

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NO. REVISIONS:

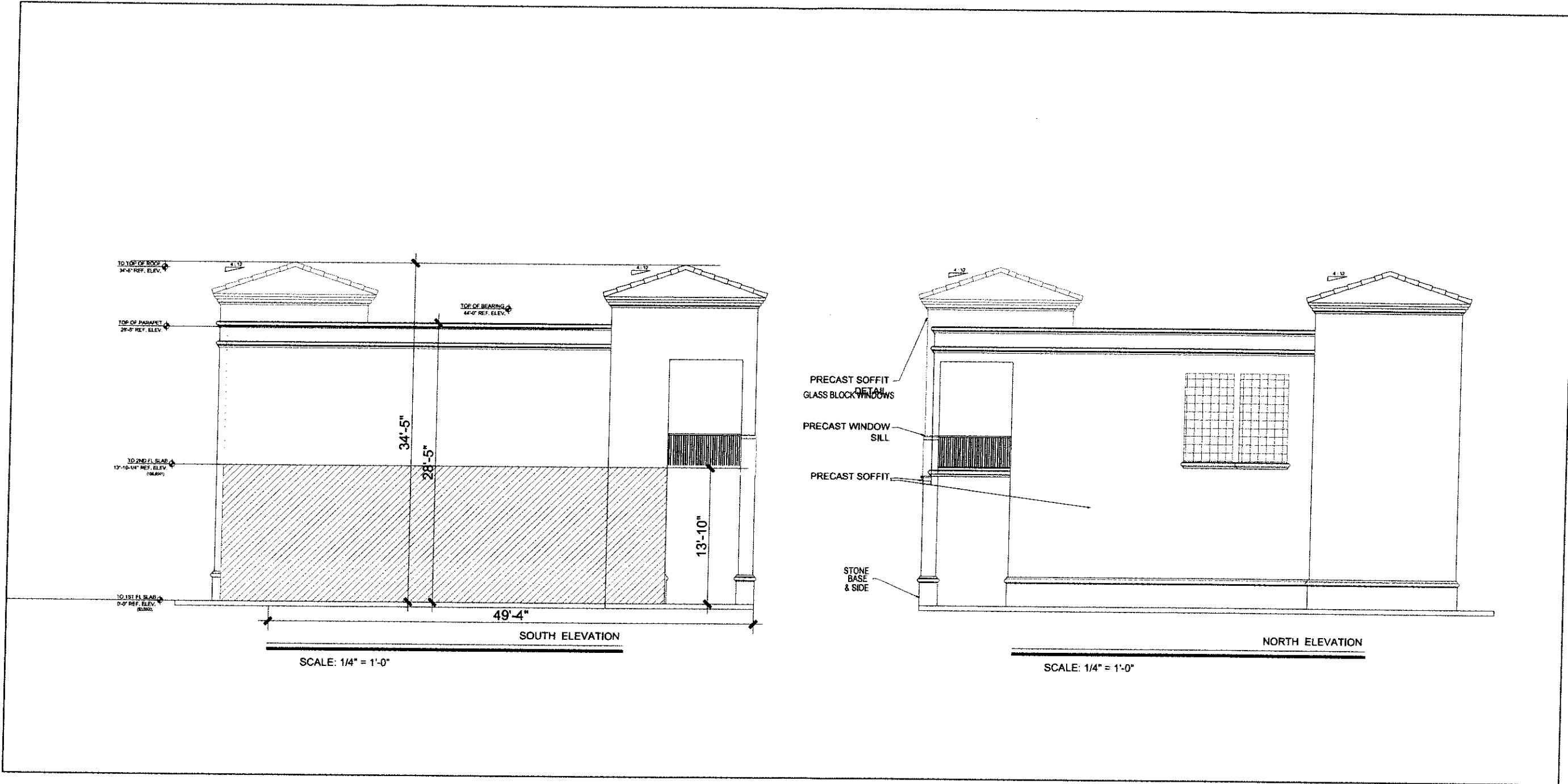
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DATE: 5-15-18

A-3

PLANS



North & South ELEVATION

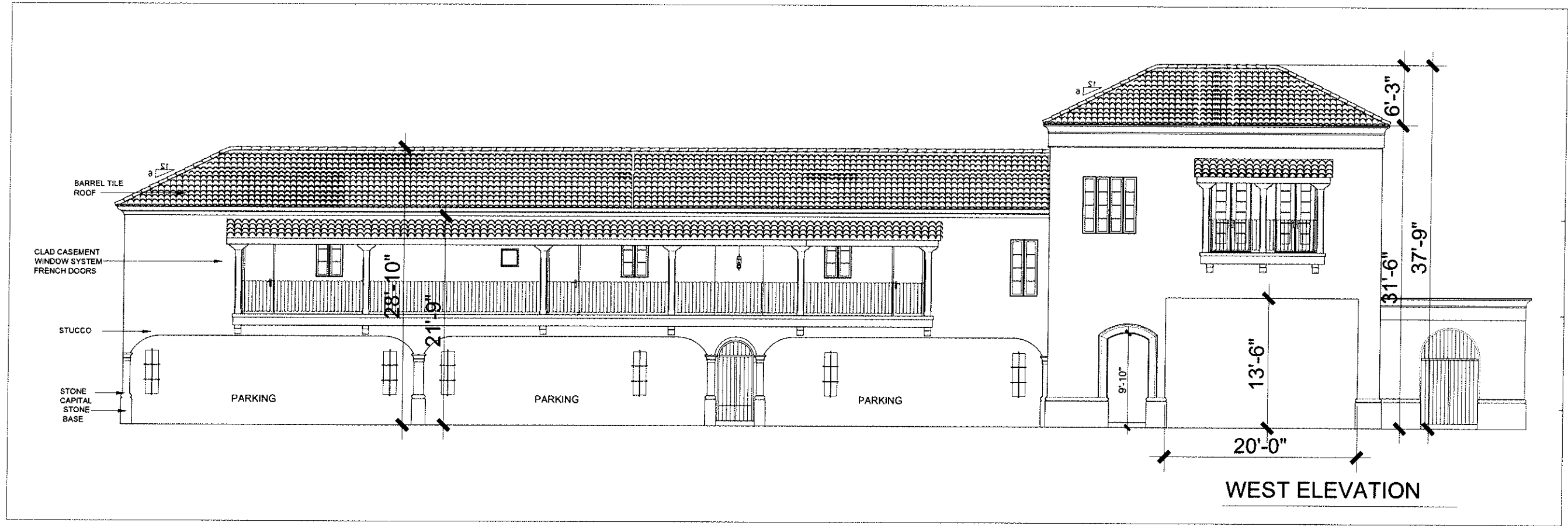
218 S. PENNSYLVANIA AVE.  
WINTER PARK, FL 32790

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DWG NO.	SCALE	DATE	NO.	REVISIONS
A-5	as noted	5-15-18		

North & South ELEVATION



227 & 217 HANNIBAL SQ. EAST  
WINTER PARK, FL 32789

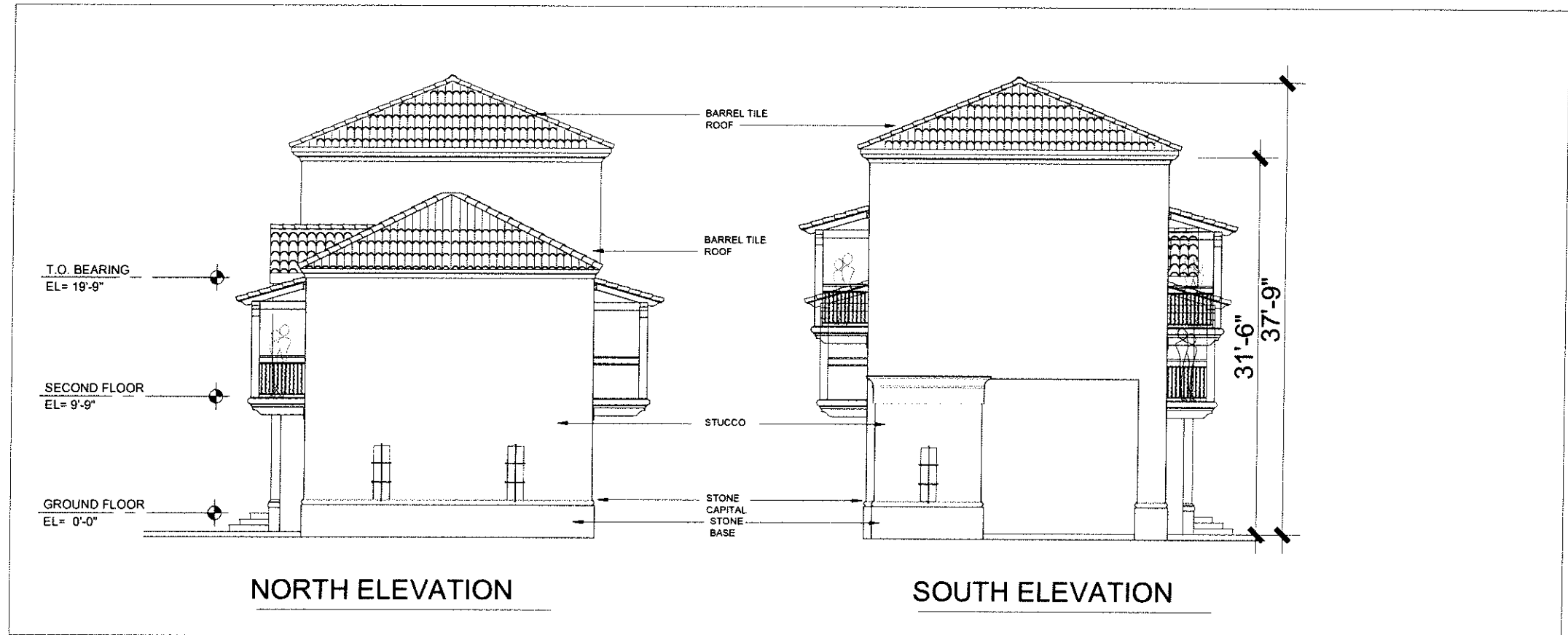
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NO. REVISIONS:

EAST & WEST ELEVATION

PRELIMINARY  
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 CONSTRUCTION

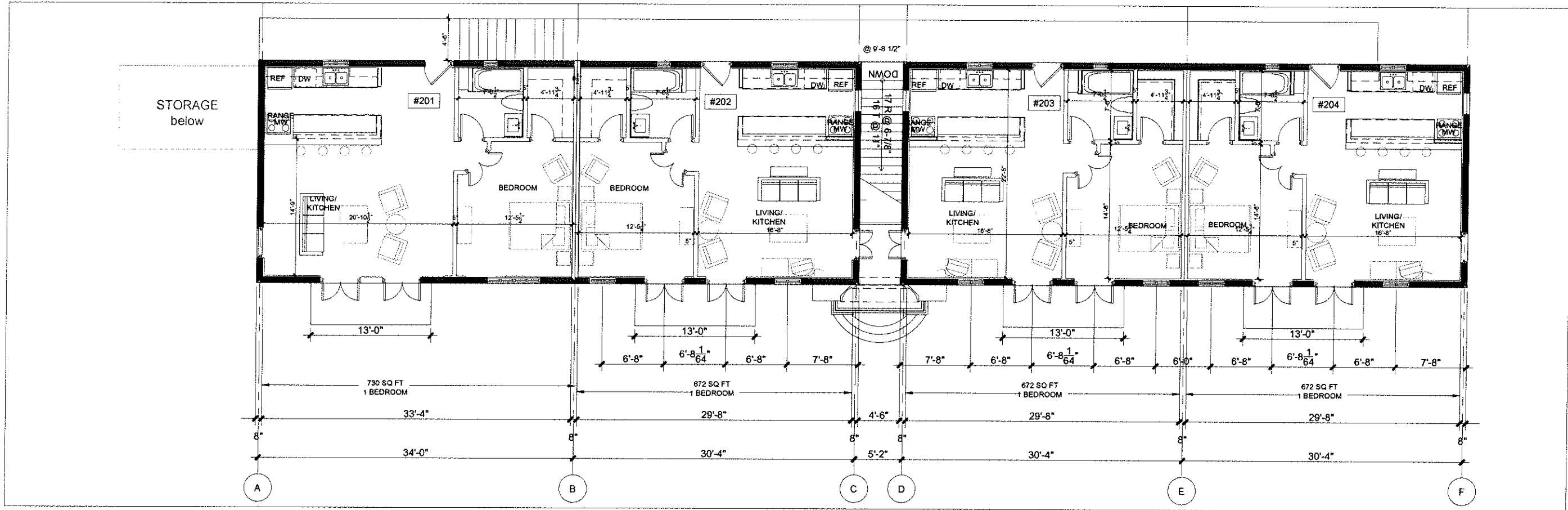


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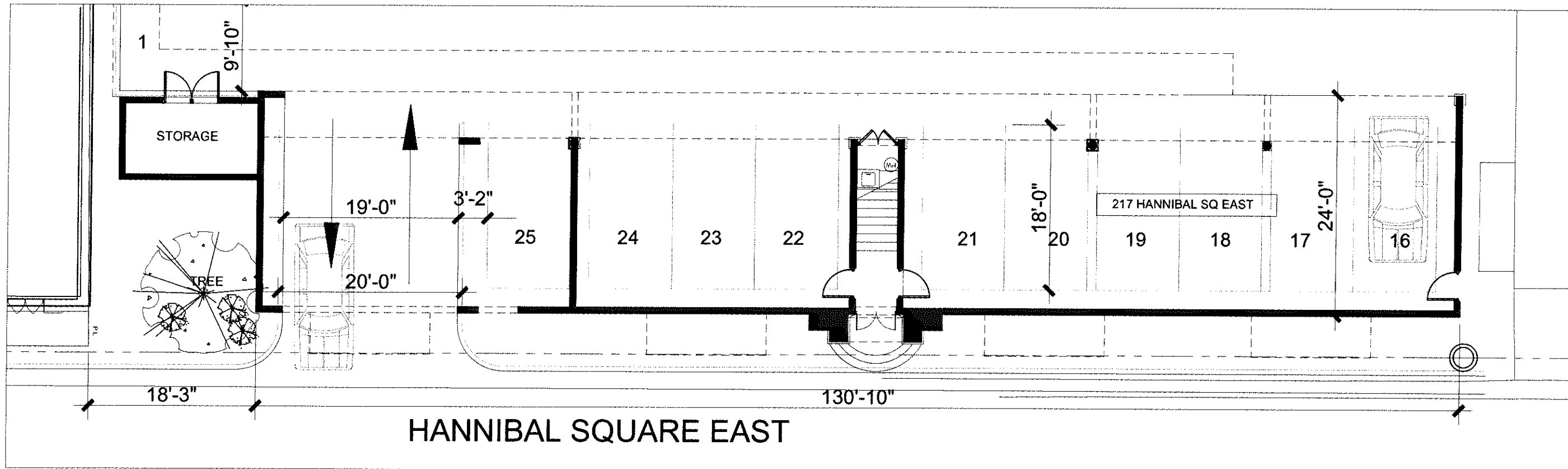
NO. REVISIONS:

NORTH & SOUTH ELEVATION





PLAN - 2ND FLOOR



HANNIBAL SQUARE EAST

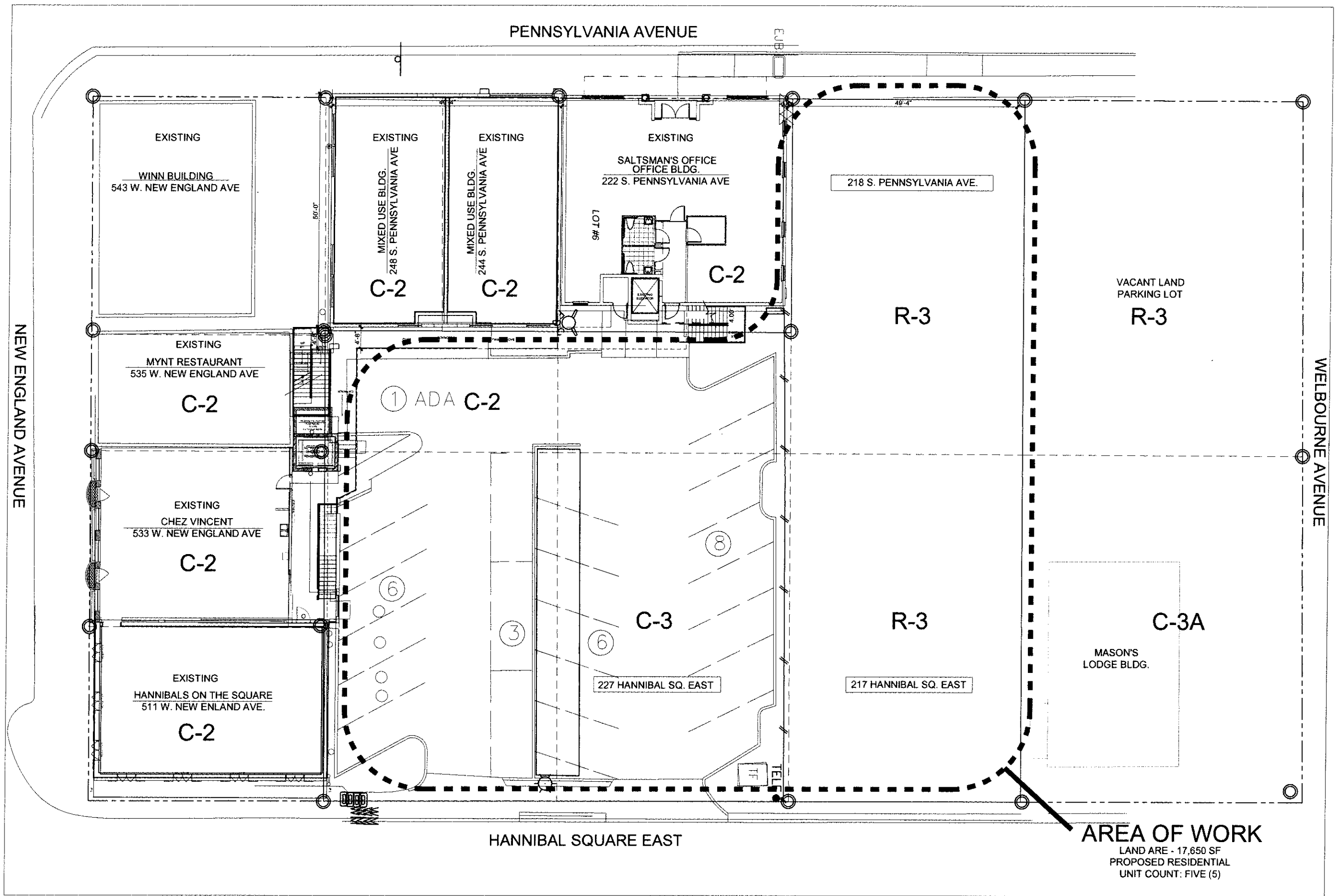
PLAN - 1ST FLOOR

227 & 217 HANNIBAL SQ. EAST  
WINTER PARK, FL 32789

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CONSTRUCTION

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DWG NO. B-3 SCALE: as noted DATE: 5-18-18  
NO. REVISIONS:

1ST & 2ND FLOOR PLAN

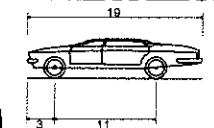
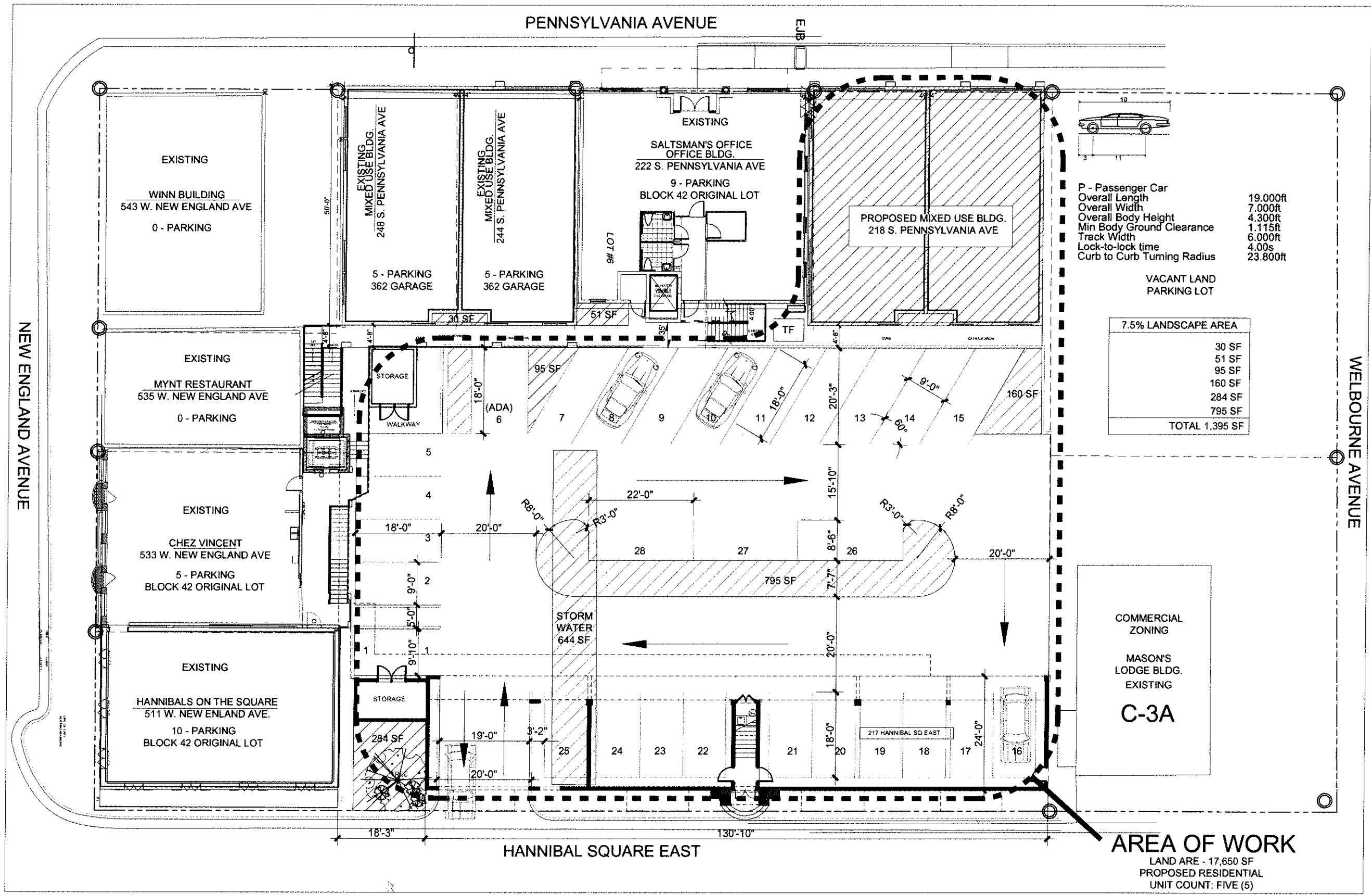


**AREA OF WORK**  
 LAND ARE - 17,650 SF  
 PROPOSED RESIDENTIAL  
 UNIT COUNT: FIVE (5)

**SITE PLAN- EXISTING PARKING**

<b>REZONING</b>	
<b>218 S. PENNSYLVANIA AVE &amp; 227 &amp; 217 HANNIBAL SQ. EAST</b>	
WINTER PARK, FL 32790	
PRELIMINARY NOT FOR CONSTRUCTION	
MODesign	T/ 407.740.5585 MO@MODinc.us
DWG NO.	PK-0
SCALE:	as noted
DATE:	5-18-18
NO. REVISIONS:	

SITE PLAN - EXISTING PARKING



P - Passenger Car  
 Overall Length 19.000ft  
 Overall Width 7.000ft  
 Overall Body Height 4.300ft  
 Min Body Ground Clearance 1.115ft  
 Track Width 6.000ft  
 Lock-to-lock time 4.00s  
 Curb to Curb Turning Radius 23.800ft

VACANT LAND  
 PARKING LOT

7.5% LANDSCAPE AREA	
30 SF	
51 SF	
95 SF	
160 SF	
284 SF	
795 SF	
<b>TOTAL 1,395 SF</b>	

COMMERCIAL  
 ZONING  
 MASON'S  
 LODGE BLDG.  
 EXISTING  
**C-3A**

**AREA OF WORK**  
 LAND ARE - 17,650 SF  
 PROPOSED RESIDENTIAL  
 UNIT COUNT: FIVE (5)

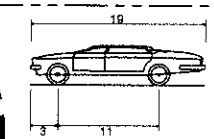
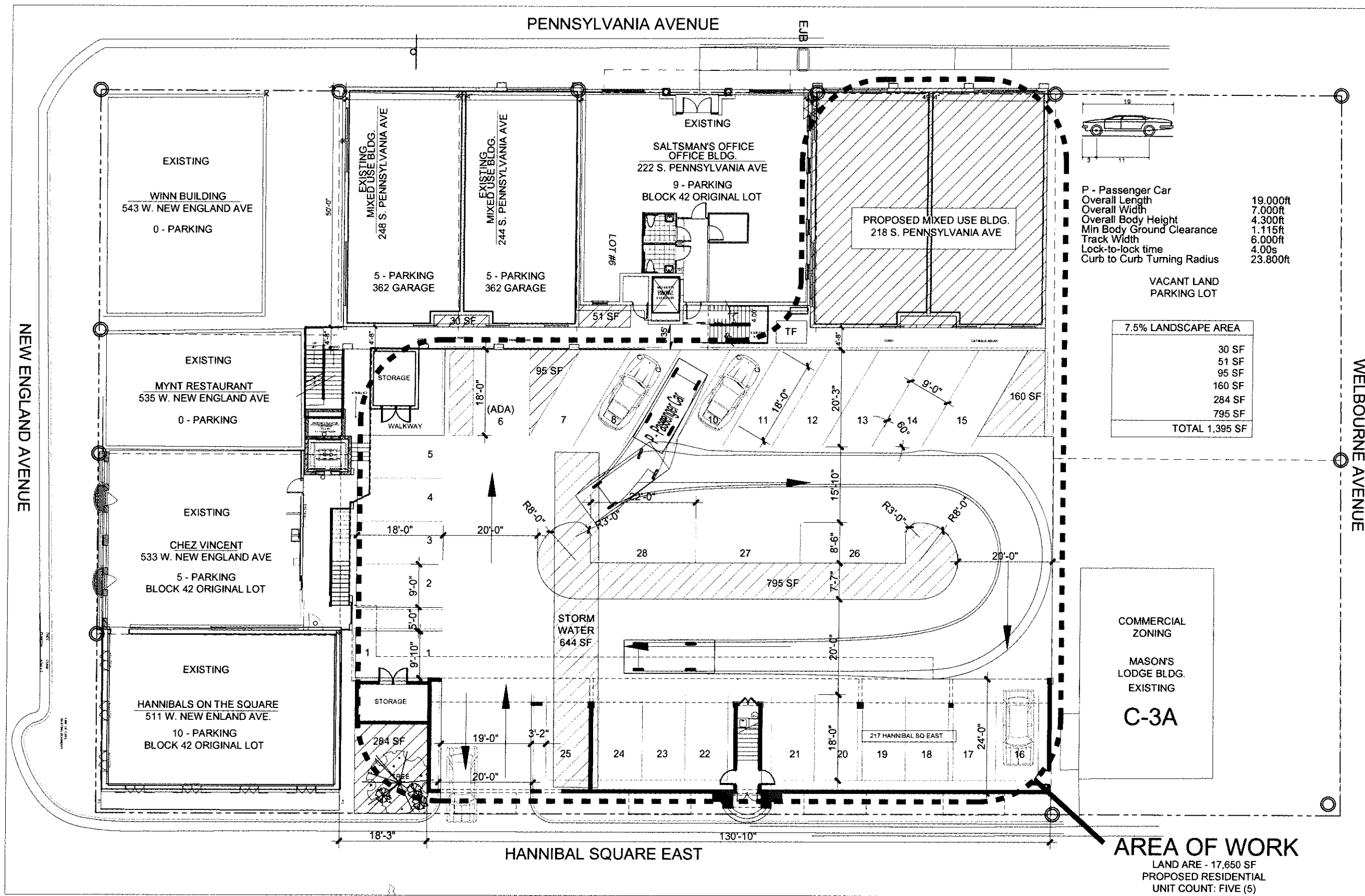
**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ EAST**  
 WINTER PARK, FL 32790

PRELIMINARY  
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 DWG NO. PK-1  
 SCALE: as noted  
 DATE: 5-18-18

SITE PLAN - PROPOSED PARKING

**SITE PLAN- PROPOSED PARKING**



P - Passenger Car  
 Overall Length 19.000ft  
 Overall Width 7.000ft  
 Overall Body Height 4.300ft  
 Min Body Ground Clearance 1.115ft  
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 Lock-to-lock time 4.00s  
 Curb to Curb Turning Radius 23.800ft

VACANT LAND PARKING LOT

7.5% LANDSCAPE AREA	
30 SF	
51 SF	
95 SF	
160 SF	
284 SF	
795 SF	
<b>TOTAL 1,395 SF</b>	

COMMERCIAL ZONING  
 MASON'S LODGE BLDG. EXISTING  
**C-3A**

**AREA OF WORK**  
 LAND ARE - 17,650 SF  
 PROPOSED RESIDENTIAL  
 UNIT COUNT: FIVE (5)

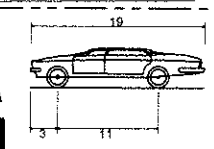
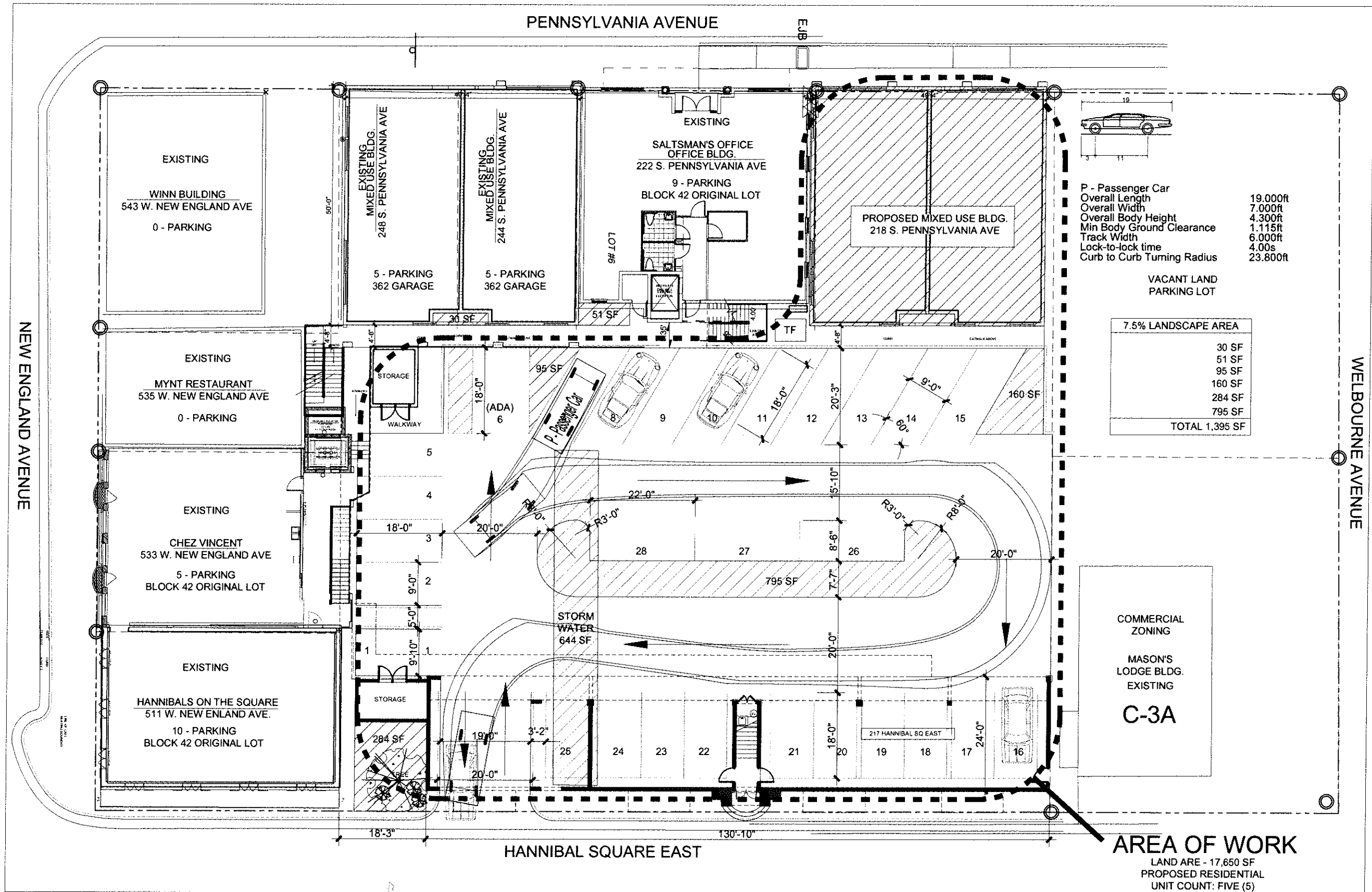
**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ. EAST**  
 WINTER PARK, FL 32790

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

MO Design	T/ 407.740.5585	MO@MODinc.us
DWG NO.	PK-2	
SCALE:	as noted	
DATE:	5-18-18	
NO. REVISIONS:		

SITE PLAN - PROPOSED PARKING

**SITE PLAN- PROPOSED PARKING**



P - Passenger Car  
 Overall Length 19.000ft  
 Overall Width 7.000ft  
 Overall Body Height 4.300ft  
 Min Body Ground Clearance 1.115ft  
 Track Width 6.000ft  
 Lock-to-lock time 4.00s  
 Curb to Curb Turning Radius 23.800ft

7.5% LANDSCAPE AREA

30 SF
51 SF
95 SF
160 SF
284 SF
795 SF
<b>TOTAL 1,395 SF</b>

COMMERCIAL ZONING  
 MASON'S LODGE BLDG. EXISTING  
**C-3A**

**AREA OF WORK**  
 LAND ARE - 17,650 SF  
 PROPOSED RESIDENTIAL  
 UNIT COUNT: FIVE (5)

**SITE PLAN- PROPOSED PARKING**

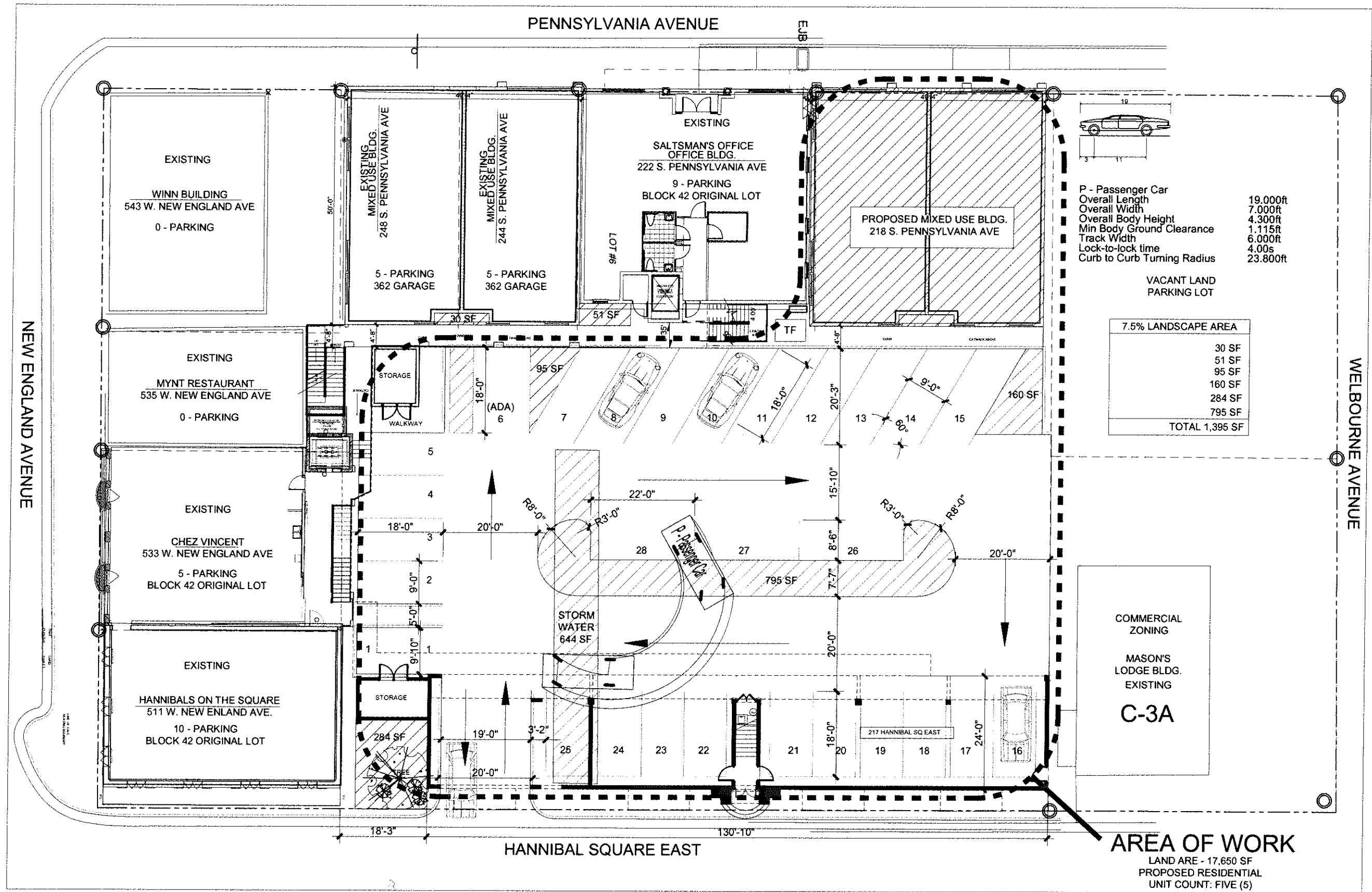
**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ EAST**  
 WINTER PARK, FL 32790

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

MOdesign T/ 407.740.5585 MO@MODinc.us  
 DWG NO. PK-3

NO.	REVISIONS	DATE

SITE PLAN - PROPOSED PARKING



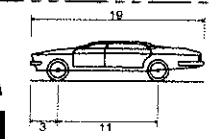
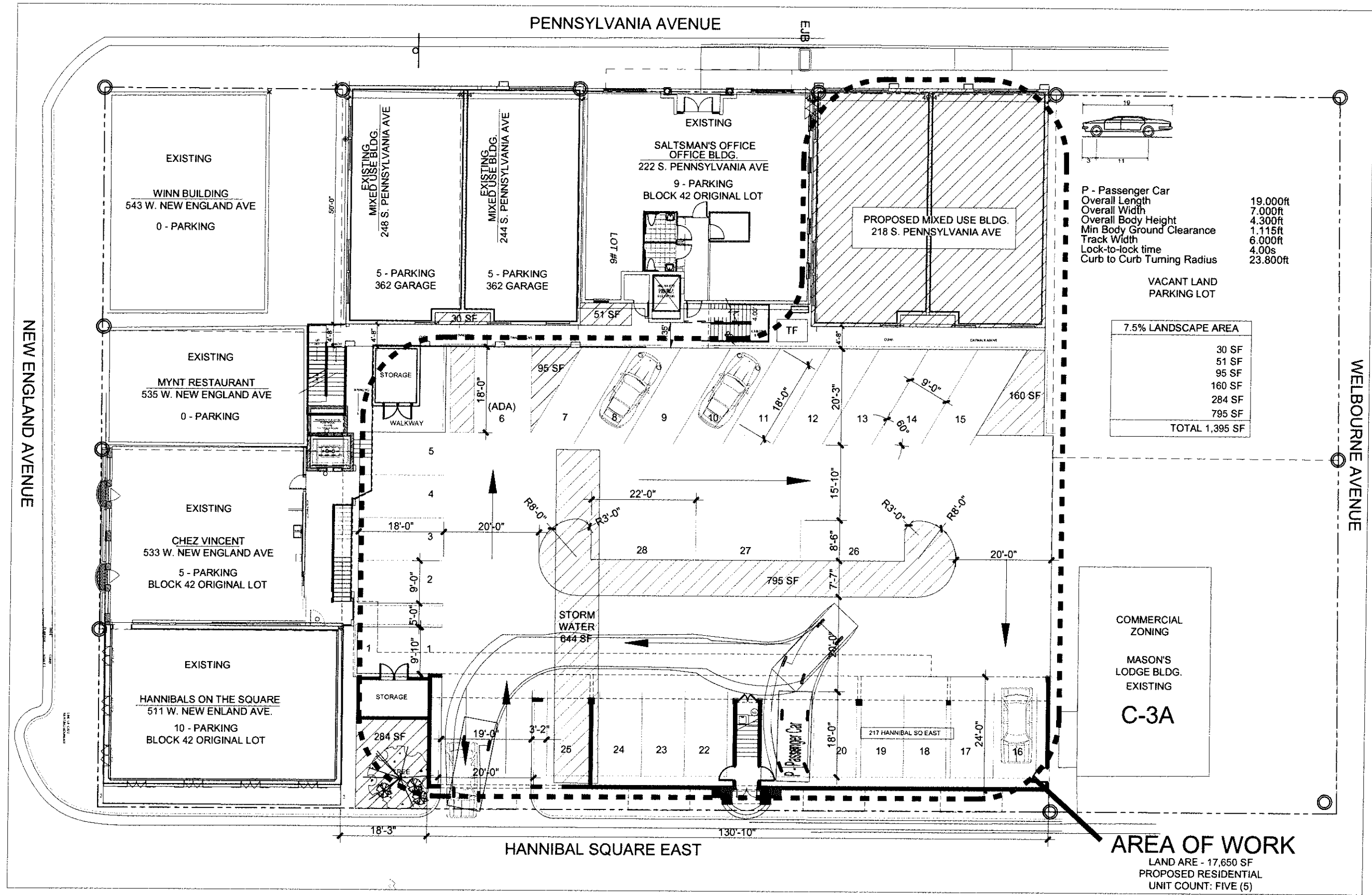
**SITE PLAN- PROPOSED PARKING**

**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ. EAST**  
WINTER PARK, FL 32790

PRELIMINARY  
NOT FOR  
CONSTRUCTION

MO Design T/ 407.740.5585 MO@MODinc.us  
DWG NO. PK-4  
SCALE as noted  
DATE 5-18-18  
NO. REVISIONS:

SITE PLAN - PROPOSED PARKING



P - Passenger Car  
 Overall Length 19.000ft  
 Overall Width 7.000ft  
 Overall Body Height 4.300ft  
 Min Body Ground Clearance 1.115ft  
 Track Width 6.000ft  
 Lock-to-lock time 4.00s  
 Curb to Curb Turning Radius 23.800ft

VACANT LAND  
 PARKING LOT

7.5% LANDSCAPE AREA	
30 SF	
51 SF	
95 SF	
160 SF	
284 SF	
795 SF	
<b>TOTAL 1,395 SF</b>	

COMMERCIAL  
 ZONING  
 MASON'S  
 LODGE BLDG.  
 EXISTING  
**C-3A**

**AREA OF WORK**  
 LAND ARE - 17,650 SF  
 PROPOSED RESIDENTIAL  
 UNIT COUNT: FIVE (5)

**SITE PLAN- PROPOSED PARKING**

**REZONING**  
**218 S. PENNSYLVANIA AVE &**  
**227 & 217 HANNIBAL SQ. EAST**  
 WINTER PARK, FL 32790

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

MODesign T/ 407.740.5585 MO@MODinc.us  
 DWG NO PK-5  
 SCALE as noted  
 DATE 5-18-18

SITE PLAN - PROPOSED PARKING

LOTS 3, 4, 5, 8, AND THE EAST 26 FEET OF LOTS 6 AND 7, BLOCK 42  
 REVISED MAP OF THE TOWN OF WINTER PARK  
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "A",  
 PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

**SURVEY REPORT:**

1. THE ABOVE DESCRIBED LAND LIES WITHIN SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.
2. THIS SURVEY REPRESENTS A SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF THE SIGNING SURVEYOR, UNLESS OTHERWISE NOTED.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
5. ALL EASEMENTS OF WHICH THE SURVEYOR HAS KNOWLEDGE OF, OR HAS HAD FURNISHED TO HIM, HAS BEEN NOTED ON THE SURVEY MAP.
6. UNDERGROUND IMPROVEMENTS OR UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED EXCEPT AS NOTED ON SURVEY MAP.
7. ACCORDING TO THE FEDERAL INSURANCE RATE MAP, THIS PROPERTY LIES IN ZONE(S) "X", MAP NUMBER 12095C0255F, DATED: SEPTEMBER 25, 2009.
8. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 14, HAVING AN ASSUMED BEARING OF S.00°02'00"E.

**LEGEND:**

- (C) CALCULATED
- CB CONCRETE BLOCK
- C&G CURB & GUTTER
- (D) DEED
- EJB ELECTRIC JUNCTION BOX
- EV ELECTRIC VAULT
- ID IDENTIFICATION
- IP IRON PIPE
- IR IRON ROD
- IRC IRON ROD & CAP
- (M) MEASURED
- N&D NAIL & DISC
- (P) PLAT
- PLT PLANTER
- REC RECOVERED
- TELE TELEPHONE RISER
- TF TRANSFORMER
- WF WOOD FENCE



**BOUNDARY &  
 TOPOGRAPHIC SURVEY**  
 FOR  
 SYDGAN CORPORATION

**REVISIONS**

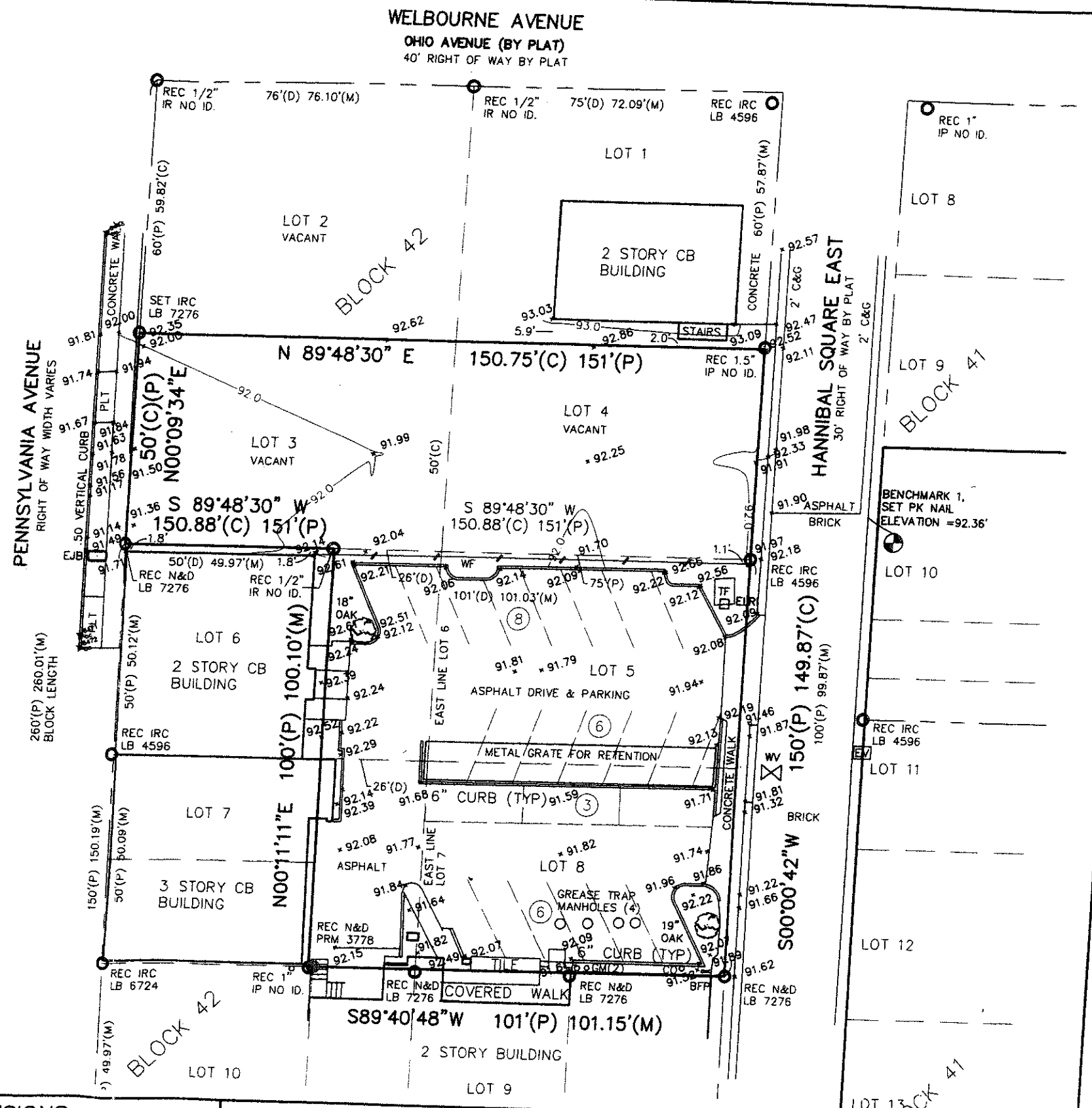
Rev.	Date:

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
 794 Big Tree Drive, Suite 108  
 Longwood, Florida 32750  
 P. (407) 647-7346  
 F. (407) 982-7166

Job No: H-329  
 Field Date: 5/31/17  
 Drawn By: GJS  
 Field By: ME/JH  
 Scale: 1"=30'

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*William F. Menard*  
 William F. Menard  
 Professional Surveyor & Mapper







# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Ordinance - Request of Amy Black for a Comprehensive Plan text amendment to the Future Land Use element regarding policies for the subdivision of lakefront properties on Lake Killarney. (1)

## **motion / recommendation**

Recommendation is for Approval of the Comprehensive Plan Amendment to amend the policy text as presented.

## **background**

**Location and Site Details:** The property at 1800 Boitnott Lane has been in this family's ownership since 1986. This neighborhood area on the north shore of Lake Killarney was annexed into the City in 2004.

This property is approximately a three acre estate (2.98 acres) that holds one single family home. The occupant, Margaret Black is elderly and the children are addressing the needs for continuing care of their mother as well as the eventuality that the home may be vacant, as well as estate planning.

This 3 acre estate is very much an exception and anomaly in size when compared to the other lakefront single family homes in this neighborhood and all around Lake Killarney within both the City of Winter Park and unincorporated areas of Orange County. In this immediate neighborhood there are 47 other lakefront properties. Two are approximately 1 acre in size and the other 45 lakefront properties are 16,000-23,000 square feet in size. There are 19 other lakefront homes on Lake Killarney in the City that are 15,000-22,000 square feet in size. Within the unincorporated section of Lake Killarney there are another 40 lakefront homes that are also on lots in the 15,000-21,000 square foot range. All together there are 107 single family lakefront properties on Lake Killarney. The subject property is 3 acres, two others are 1 acre and the remaining 104 properties are 15,000-23,000 square feet in size.

**The Comprehensive Plan Amendments:** The Comprehensive Plan issue for this

request is that the City has very restrictive policies and regulations regarding the subdivision or splitting of lakefront and estate properties. The Objective and Policy below indicate that a subdivision request to split this 3 acre property at 1800 Boitnot Lane is prohibited. There is rationale for this restriction in the Comprehensive Plan in that the low density, large lots and character of the lakefronts of the City are amongs the City's greatest assets. The larger estate lots (properties one acre or greater) help to support the higher property values of the surrounding neighborhoods. Thus, as currently written this subdivision request would be prohibited.

**OBJECTIVE 1-5.1: Maintain and Preserve the Character & 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 1-5.2.7: 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.

However, in the Subdivision Regulations the terminology is that such subdivisions are "strongly discouraged", not prohibited. The applicant's request is that while this Comprehensive Plan Objective and Policy may have much value when applied around the Chain of Lakes and other areas of the City, the situation on Lake Killarney is much different. As the lot size data indicates, their property is the only one of 108 existing lakefront properties on Lake Killarney that is affected by these Comprehensive Plan restrictions. The applicant believes that they are following the spirit of the Comprehensive Plan with their request. They not asking to divide their property into multiple lots meeting the much smaller R-1A zoning dimensions. They are asking to take a lakefront estate property of three acres and divide it into three lakefront estate properties. Each proposed lot is an acre in size (0.99 acre). The underlined additions are the new text to provide the opportunity for an approval of their request.

**OBJECTIVE 1-5.1: Maintain and Preserve the Character & 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 (except as provided in Policy 1-5.2.10) and maintaining low densities.

**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 except as provided in Policy 1-5.2.10.

**Policy 1-5.2.10: Lakefront Estates on Lake Killarney** Given the existing lakefront density and size of properties along Lake Killarney, the City may approve lot splits of lakefront estates provided that the resultant lots remain an average size of approximately one acre or greater.

**The Subdivision Approval Process:** In the typical subdivision approval process, the staff first reviews the request for conformance to the Zoning dimensions. In this case

the three proposed one acre lots greatly exceed the R-1A zoning minimums of 75 feet of lot width and 8,500 square feet of lot area. Per, the Comprehensive Plan policy and Subdivision Regulations, the attached map shows the sizes of the 25 single family lots within 500 feet of the subject property. The average lot size is 16,691 square feet and the median lot size is 16,182 square feet. Again at one acre, the proposed lots are much larger than the surrounding properties and larger than all but 2 of the other 108 properties on Lake Killarney. It is important to note that in the existing Subdivision Regulations text the wording is "strongly discourage" subdivisions of lakefront and estate lots and not "prohibit".

**Subdivision and Infrastructure Considerations:** There are some infrastructure and procedural issues in this request. In terms of infrastructure, there need to be potable water and fire flow safety improvements including and water line upgrades in order to provide fire flow to the eventual three new homes. Per the Life Safety Code this must be completed prior to permit for the second home. There is also a transition period where the existing common driveway can be utilized but again with the second home the 4,280 square foot cul-de-sac bulb needs to be completed to city roadway specifications. There also is addressing that needs to change to aid emergency response, as this is the only property with a Boitnott Lane address. There are conditions of approval that address these issues.

**Summary and Staff Recommendation:** From the staff's perspective, the characteristics of the lakefront lot sizes on Lake Killarney are much different than on most other city lakes. This is the only 3 acre property amongst the 108 lakefront properties on Lake Killarney. The applicants are not asking to use the much smaller R-1A lot size standards for redevelopment but are asking to take an "estate" and create three "estate" lots of one acre in size. Aside from some conditions related to infrastructure, this appears to be a reasonable request.

**Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF AMY BLACK TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE ELEMENT TO MODIFY AND ADD TO EXISTING OBJECTIVES AND POLICIES REGARDING THE ABILITY OF LAKEFRONT ESTATES ON LAKE KILLARNEY TO BE ELIGIBLE FOR SUBDIVISION INTO LAKEFRONT LOTS OF APPROXIMATELY ONE ACRE IN SIZE.

**REQUEST OF AMY BLACK FOR:** SUBDIVISION APPROVAL TO DIVIDE THE PROPERTY AT 1800 BOITNOTT LANE ON LAKE KILLARNEY, ZONED R-1A, INTO THREE LAKEFRONT SINGLE FAMILY LOTS OF APPROXIMATELY ONE ACRE IN SIZE.

Board member, Laura Walda, recused herself from this item, as her law firm has been retained by the applicant.

Planning Manager, Jeff Briggs, presented the staff report and explained that applicant Amy Black, is requesting approval of:

1. A Comprehensive Plan text amendment to the Future Land Use element regarding policies for the subdivision of lakefront properties on Lake Killarney, and
2. Subdivision approval to split the property at 1800 Boitnott Lane into three single family lots of approximately one acre each in size.

Mr. Briggs showed the Board photos and site plans for the property. He explained that

This 3 acre estate is very much an exception and anomaly in size when compared to the other lakefront single family homes in this neighborhood and all around Lake Killarney within both the City of Winter Park and unincorporated areas of Orange County. In this immediate neighborhood there are 47 other lakefront properties. Two are approximately 1 acre in size and the other 45 lakefront properties are 16,000-23,000 square feet in size. There are 19 other lakefront homes on Lake Killarney in the City that are 15,000-22,000 square feet in size. Within the unincorporated section of Lake Killarney there are another 40 lakefront homes that are also on lots in the 15,000-21,000 square foot range. All together there are 107 single family lakefront properties on Lake Killarney. The subject property is 3 acres, two others are 1 acre and the remaining 104 properties are 15,000-23,000 square feet in size.

Mr. Briggs noted that this property is the only 3-acre single-family property on Lake Killarney and the applicant is requesting to divide it into one acre lots which matches the size of two other largest homes on the lake. He explained that the City has very restrictive policies and regulations in the Comprehensive Plan regarding the subdivision or splitting of lakefront and estate properties.

Mr. Briggs stated that in order to allow the applicant's request, there would have to be an amendment to the Comprehensive Plan. He explained that P&Z and the City Commission have crafted a policy change that would modify rules solely for Lake Killarney. He stated that the reason that the modification would be just for Lake Killarney is that there is no other set of facts like Lake Killarney where there is one 3 acre estate. He stated that this particular instance is an anomaly around Lake Killarney and dividing the property into 3 lots would match the largest lot sizes on the lake. He reiterated that this modification would not set a precedent in the City as it will only apply to Lake Killarney given the particular facts.

Mr. Briggs provided photos and site plans showing the how the three lots will be split. He summarized by stating that from the staff's perspective, the characteristics of the lakefront lot sizes on Lake Killarney are much different than on most other city lakes. This is the only 3 acre property amongst the 108 lakefront properties on Lake Killarney. The applicants are not asking to use the much smaller R-1A lot size standards for redevelopment but are asking to take an "estate" and create three "estate" lots of one acre in size. Aside from some conditions related to infrastructure, this appears to be a reasonable request.

**Staff Recommendation is for Approval** of the Comprehensive Plan Amendment to amend the policy text as presented.

Staff Recommendation is for Approval of the Subdivision request to divide the property at 1800 Boitnott Lane into three lakefront lots, as presented, subject to the following conditions to be executed within a Development Agreement, approved in form and content by the City Attorney:

1. That the property owner execute a public access easement for the 4,380 square foot cul-de-sac bulb shown on the proposed plan to the benefit of the three proposed lots, as presented, and also to the owners of 2064 Lake Drive, who currently use that driveway.
2. That the common access easement 4,380 square foot cul-de-sac bulb, as presented, be constructed with pavement/curbing per city roadway specifications, which must be completed at the time of construction of the second new home, prior to the issuance of any temporary or final certificate of occupancy.

3. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes and any water line upgrades needed (2 inch to 4 inch) which must be completed at the development's expense prior to the issuance of the building permit for the construction of the second new home.
4. That all three new homes be assigned Lake Drive addresses.

Mr. Briggs answered questions from the Board.

Applicant, Amy Black, 1427 Melrose Place, Homewood, AL, addressed the Board. She gave a brief history of the home and explained her family's reason for the request to divide the property into 3 separate lots.

There was no public comment. The Public Hearing was closed.

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the comprehensive Plan" Future Land Use Element to modify and add to existing objectives and policies regarding the ability of lakefront estates on Lake Killarney to be eligible for subdivision into lakefront lots of approximately one acre in size.  
Motion carried unanimously with a 5-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to divide the property at 1800 Boitnott Lane on Lake Killarney, Zoned (R-1A), into three lakefront single-family lots of approximately one acre in size, subject to the conditions recommended by staff and agreed to by the applicant:**

1. That the property owner execute a public access easement for the 4,380 square foot cul-de-sac bulb shown on the proposed plan to the benefit of the three proposed lots, as presented, and also to the owners of 2064 Lake Drive, who currently use that driveway.
2. That the common access easement 4,380 square foot cul-de-sac bulb, as presented, be constructed with pavement/curbing per city roadway specifications, which must be completed at the time of construction of the second new home, prior to the issuance of any temporary or final certificate of occupancy.
3. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes and any water line upgrades needed (2 inch to 4 inch) which must be completed at the development's expense prior to the issuance of the building permit for the construction of the second new home.
4. That all three new homes be assigned Lake Drive addresses.  
**Motion carried unanimously with a 5-0 vote.**

#### [alternatives / other considerations](#)

N/A

**fiscal impact**

N/A

ATTACHMENTS:

Description

Ordinance - Comp Plan

Upload Date

6/12/2018

Type

Ordinance

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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO MODIFY AND ADD COMPREHENSIVE PLAN POLICIES WITHIN THE TEXT OF THE FUTURE LAND USE ELEMENT REGARDING SUBDIVISIONS OF LAKEFRONT PROPERTIES AND ESTATES ON LAKE KILLARNEY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Winter Park City Commission adopted its Comprehensive Plan on April 24, 2017 via Ordinance 2762-09, and

**WHEREAS**, the City Commission desires to amend the Comprehensive Plan, Future Land Use Element, in order to provide clarification of the policies regarding the subdivision of lakefront properties and estates on Lake Killarney, and

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

**WHEREAS**, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on June 5, 2018, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

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

**WHEREAS**, words with single underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended by modifying and adding to Objectives and policies in the Future Land Use Element to read as follows:

**OBJECTIVE 1-5.1: Maintain and Preserve the Character & 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 (except as provided in Policy 1-5.2.10) and maintaining low densities.

**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 except as provided in Policy 1-5.2.10.

**Policy 1-5.2.10: Lakefront Estates on Lake Killarney** Given the existing lakefront density and size of properties along Lake Killarney, the City may approve lot splits of lakefront estates provided that the resultant lots remain an average size of approximately one acre or greater.

**SECTION 2. 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 3. Severability and Conflicts.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5. Effective Date of Ordinance.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

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





# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of Amy Black for subdivision approval to split the property at 1800 Boitnott Lane into three single family lots of approximately one acre each in size.

## **motion / recommendation**

Recommendation is for Approval of the Subdivision request to divide the property at 1800 Boitnott Lane into three lakefront lots, as presented, subject to the following conditions to be executed within a Development Agreement, approved in form and content by the City Attorney:

1. That the property owner execute a public access easement for the 4,380 square foot cul-de-sac bulb shown on the proposed plan to the benefit of the three proposed lots, as presented, and also to the owners of 2064 Lake Drive, who currently use that driveway.
2. That the common access easement 4,380 square foot cul-de-sac bulb, as presented, be constructed with pavement/curbing per city roadway specifications, which must be completed at the time of construction of the second new home, prior to the issuance of any temporary or final certificate of occupancy.
3. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes and any water line upgrades needed (2 inch to 4 inch) which must be completed at the development's expense prior to the issuance of the building permit for the construction of the second new home.
4. That all three new homes be assigned Lake Drive addresses.

## **background**

**Location and Site Details:** The property at 1800 Boitnott Lane has been in this family's ownership since 1986. This neighborhood area on the north shore of Lake Killarney was annexed into the City in 2004.

This property is approximately a three acre estate (2.98 acres) that holds one single family home. The occupant, Margaret Black is elderly and the children are addressing the needs for continuing care of their mother as well as the eventuality that the home may be vacant, as well as estate planning.

This 3 acre estate is very much an exception and anomaly in size when compared to the other lakefront single family homes in this neighborhood and all around Lake Killarney within both the City of Winter Park and unincorporated areas of Orange County. In this immediate neighborhood there are 47 other lakefront properties. Two are approximately 1 acre in size and the other 45 lakefront properties are 16,000-23,000 square feet in size. There are 19 other lakefront homes on Lake Killarney in the City that are 15,000-22,000 square feet in size. Within the unincorporated section of Lake Killarney there are another 40 lakefront homes that are also on lots in the 15,000-21,000 square foot range. All together there are 107 single family lakefront properties on Lake Killarney. The subject property is 3 acres, two others are 1 acre and the remaining 104 properties are 15,000-23,000 square feet in size.

**The Comprehensive Plan Amendments:** The Comprehensive Plan issue for this request is that the City has very restrictive policies and regulations regarding the subdivision or splitting of lakefront and estate properties. The Objective and Policy below indicate that a subdivision request to split this 3 acre property at 1800 Boitnot Lane is prohibited. There is rationale for this restriction in the Comprehensive Plan in that the low density, large lots and character of the lakefronts of the City are amongs the City's greatest assets. The larger estate lots (properties one acre or greater) help to support the higher property values of the surrounding neighborhoods. Thus, as currently written this subdivision request would be prohibited.

**OBJECTIVE 1-5.1: Maintain and Preserve the Character & 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 1-5.2.7: 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.

However, in the Subdivision Regulations the terminology is that such subdivisions are "strongly discouraged", not prohibited. The applicant's request is that while this Comprehensive Plan Objective and Policy may have much value when applied around the Chain of Lakes and other areas of the City, the situation on Lake Killarney is much different. As the lot size data indicates, their property is the only one of 108 existing lakefront properties on Lake Killarney that is affected by these Comprehensive Plan restrictions. The applicant believes that they are following the spirit of the Comprehensive Plan with their request. They not asking to divide their property into multiple lots meeting the much smaller R-1A zoning dimensions. They are asking to take a lakefront estate property of three acres and divide it into three lakefront estate properties. Each proposed lot is an acre in size (0.99 acre). The underlined additions are the new text to provide the opportunity for an approval of their request.

**OBJECTIVE 1-5.1: Maintain and Preserve the Character & 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 (except as provided in Policy 1-5.2.10) and maintaining low

densities.

**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 except as provided in Policy 1-5.2.10.

**Policy 1-5.2.10: Lakefront Estates on Lake Killarney** Given the existing lakefront density and size of properties along Lake Killarney, the City may approve lot splits of lakefront estates provided that the resultant lots remain an average size of approximately one acre or greater.

**The Subdivision Approval Process:** In the typical subdivision approval process, the staff first reviews the request for conformance to the Zoning dimensions. In this case the three proposed one acre lots greatly exceed the R-1A zoning minimums of 75 feet of lot width and 8,500 square feet of lot area. Per, the Comprehensive Plan policy and Subdivision Regulations, the attached map shows the sizes of the 25 single family lots within 500 feet of the subject property. The average lot size is 16,691 square feet and the median lot size is 16,182 square feet. Again at one acre, the proposed lots are much larger than the surrounding properties and larger than all but 2 of the other 108 properties on Lake Killarney. It is important to note that in the existing Subdivision Regulations text the wording is "strongly discourage" subdivisions of lakefront and estate lots and not "prohibit".

**Subdivision and Infrastructure Considerations:** There are some infrastructure and procedural issues in this request. In terms of infrastructure, there need to be potable water and fire flow safety improvements including and water line upgrades in order to provide fire flow to the eventual three new homes. Per the Life Safety Code this must be completed prior to permit for the second home. There is also a transition period where the existing common driveway can be utilized but again with the second home the 4,280 square foot cul-de-sac bulb needs to be completed to city roadway specifications. There also is addressing that needs to change to aid emergency response, as this is the only property with a Boitnott Lane address. There are conditions of approval that address these issues.

**Summary and Staff Recommendation:** From the staff's perspective, the characteristics of the lakefront lot sizes on Lake Killarney are much different than most other city lakes. This is the only 3 acre property amongst the 108 lakefront properties on Lake Killarney. The applicants are not asking to use the much smaller R-1A lot size standards for redevelopment but are asking to take an "estate" and create three "estate" lots of one acre in size. Aside from some conditions related to infrastructure, this appears to be a reasonable request.

**Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF AMY BLACK TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE ELEMENT TO MODIFY AND ADD TO EXISTING OBJECTIVES AND POLICIES REGARDING THE ABILITY OF LAKEFRONT ESTATES ON LAKE KILLARNEY TO BE ELIGIBLE FOR SUBDIVISION INTO LAKEFRONT LOTS OF APPROXIMATELY ONE ACRE IN SIZE.

**REQUEST OF AMY BLACK FOR:** SUBDIVISION APPROVAL TO DIVIDE THE PROPERTY AT 1800 BOITNOTT LANE ON LAKE KILLARNEY, ZONED R-1A, INTO THREE LAKEFRONT SINGLE FAMILY LOTS OF APPROXIMATELY ONE ACRE IN

## SIZE.

Board member, Laura Walda, recused herself from this item, as her law firm has been retained by the applicant.

Planning Manager, Jeff Briggs, presented the staff report and explained that applicant Amy Black, is requesting approval of:

1. A Comprehensive Plan text amendment to the Future Land Use element regarding policies for the subdivision of lakefront properties on Lake Killarney, and
2. Subdivision approval to split the property at 1800 Boitnott Lane into three single family lots of approximately one acre each in size.

Mr. Briggs showed the Board photos and site plans for the property. He explained that This 3 acre estate is very much an exception and anomaly in size when compared to the other lakefront single family homes in this neighborhood and all around Lake Killarney within both the City of Winter Park and unincorporated areas of Orange County. In this immediate neighborhood there are 47 other lakefront properties. Two are approximately 1 acre in size and the other 45 lakefront properties are 16,000-23,000 square feet in size. There are 19 other lakefront homes on Lake Killarney in the City that are 15,000-22,000 square feet in size. Within the unincorporated section of Lake Killarney there are another 40 lakefront homes that are also on lots in the 15,000-21,000 square foot range. All together there are 107 single family lakefront properties on Lake Killarney. The subject property is 3 acres, two others are 1 acre and the remaining 104 properties are 15,000-23,000 square feet in size.

Mr. Briggs noted that this property is the only 3-acre single-family property on Lake Killarney and the applicant is requesting to divide it into one acre lots which matches the size of two other largest homes on the lake. He explained that the City has very restrictive policies and regulations in the Comprehensive Plan regarding the subdivision or splitting of lakefront and estate properties.

Mr. Briggs stated that in order to allow the applicant's request, there would have to be an amendment to the Comprehensive Plan. He explained that P&Z and the City Commission have crafted a policy change that would modify rules solely for Lake Killarney. He stated that the reason that the modification would be just for Lake Killarney is that there is no other set of facts like Lake Killarney where there is one 3 acre estate. He stated that this particular instance is an anomaly around Lake Killarney and dividing the property into 3 lots would match the largest lot sizes on the lake. He reiterated that this modification would not set a precedent in the City as it will only apply to Lake Killarney given the particular facts.

Mr. Briggs provided photos and site plans showing the how the three lots will be split. He summarized by stating that from the staff's perspective, the characteristics of the lakefront lot sizes on Lake Killarney are much different than on most other city lakes. This is the only 3 acre property amongst the 108 lakefront properties on Lake Killarney. The applicants are not asking to use the much smaller R-1A lot size standards for redevelopment but are asking to take an "estate" and create three "estate" lots of one acre in size. Aside from some conditions related to infrastructure, this appears to be a reasonable request.

**Staff Recommendation is for Approval** of the Comprehensive Plan Amendment to

amend the policy text as presented.

Staff Recommendation is for Approval of the Subdivision request to divide the property at 1800 Boitnott Lane into three lakefront lots, as presented, subject to the following conditions to be executed within a Development Agreement, approved in form and content by the City Attorney:

1. That the property owner execute a public access easement for the 4,380 square foot cul-de-sac bulb shown on the proposed plan to the benefit of the three proposed lots, as presented, and also to the owners of 2064 Lake Drive, who currently use that driveway.
  2. That the common access easement 4,380 square foot cul-de-sac bulb, as presented, be constructed with pavement/curbing per city roadway specifications, which must be completed at the time of construction of the second new home, prior to the issuance of any temporary or final certificate of occupancy.
  3. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes and any water line upgrades needed (2 inch to 4 inch) which must be completed at the development's expense prior to the issuance of the building permit for the construction of the second new home.
  4. That all three new homes be assigned Lake Drive addresses.
- Mr. Briggs answered questions from the Board.

Applicant, Amy Black, 1427 Melrose Place, Homewood, AL, addressed the Board. She gave a brief history of the home and explained her family's reason for the request to divide the property into 3 separate lots.

There was no public comment. The Public Hearing was closed.

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to amend the comprehensive Plan" Future Land Use Element to modify and add to existing objectives and policies regarding the ability of lakefront estates on Lake Killarney to be eligible for subdivision into lakefront lots of approximately one acre in size.**

**Motion carried unanimously with a 5-0 vote.**

**Motion made by Ray Waugh, seconded by Sheila De Ciccio for approval to divide the property at 1800 Boitnott Lane on Lake Killarney, Zoned (R-1A), into three lakefront single-family lots of approximately one acre in size, subject to the conditions recommended by staff and agreed to by the applicant:**

1. **That the property owner execute a public access easement for the 4,380 square foot cul-de-sac bulb shown on the proposed plan to the benefit of the three proposed lots, as presented, and also to the owners of 2064 Lake Drive, who currently use that driveway.**
2. **That the common access easement 4,380 square foot cul-de-sac bulb, as presented, be constructed with pavement/curbing per city roadway specifications, which must be completed at the time of construction of the second new home, prior to the issuance of any temporary or final certificate of occupancy.**
3. **That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes and any water line upgrades needed (2 inch**

to 4 inch) which must be completed at the development's expense prior to the issuance of the building permit for the construction of the second new home.

4. That all three new homes be assigned Lake Drive addresses.  
Motion carried unanimously with a 5-0 vote.

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

ATTACHMENTS:

Description

Upload Date

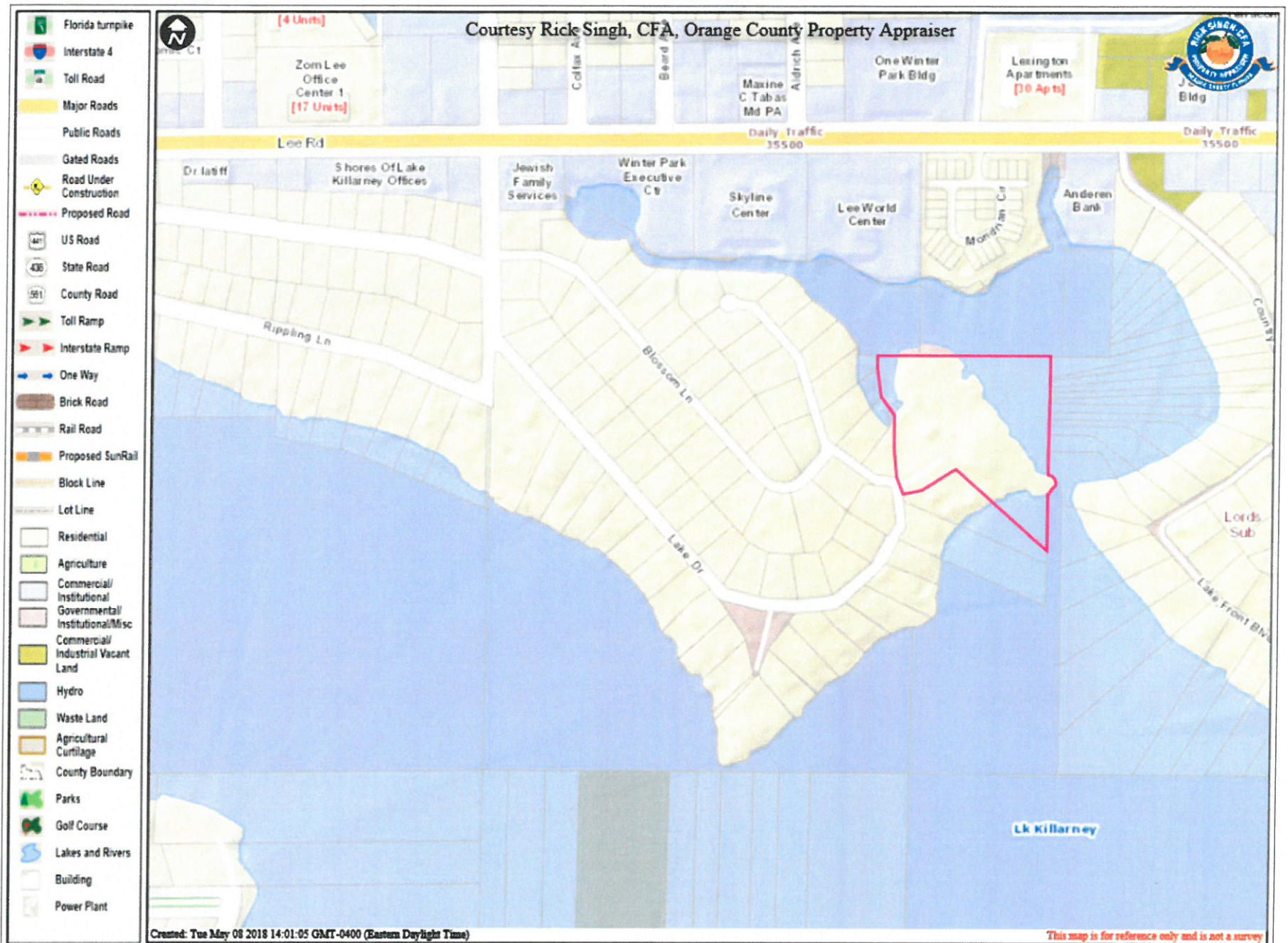
Type

Backup Materials

6/12/2018

Backup Material













# COMPREHENSIVE PLAN TEST

**1800 Boitnott Lane**

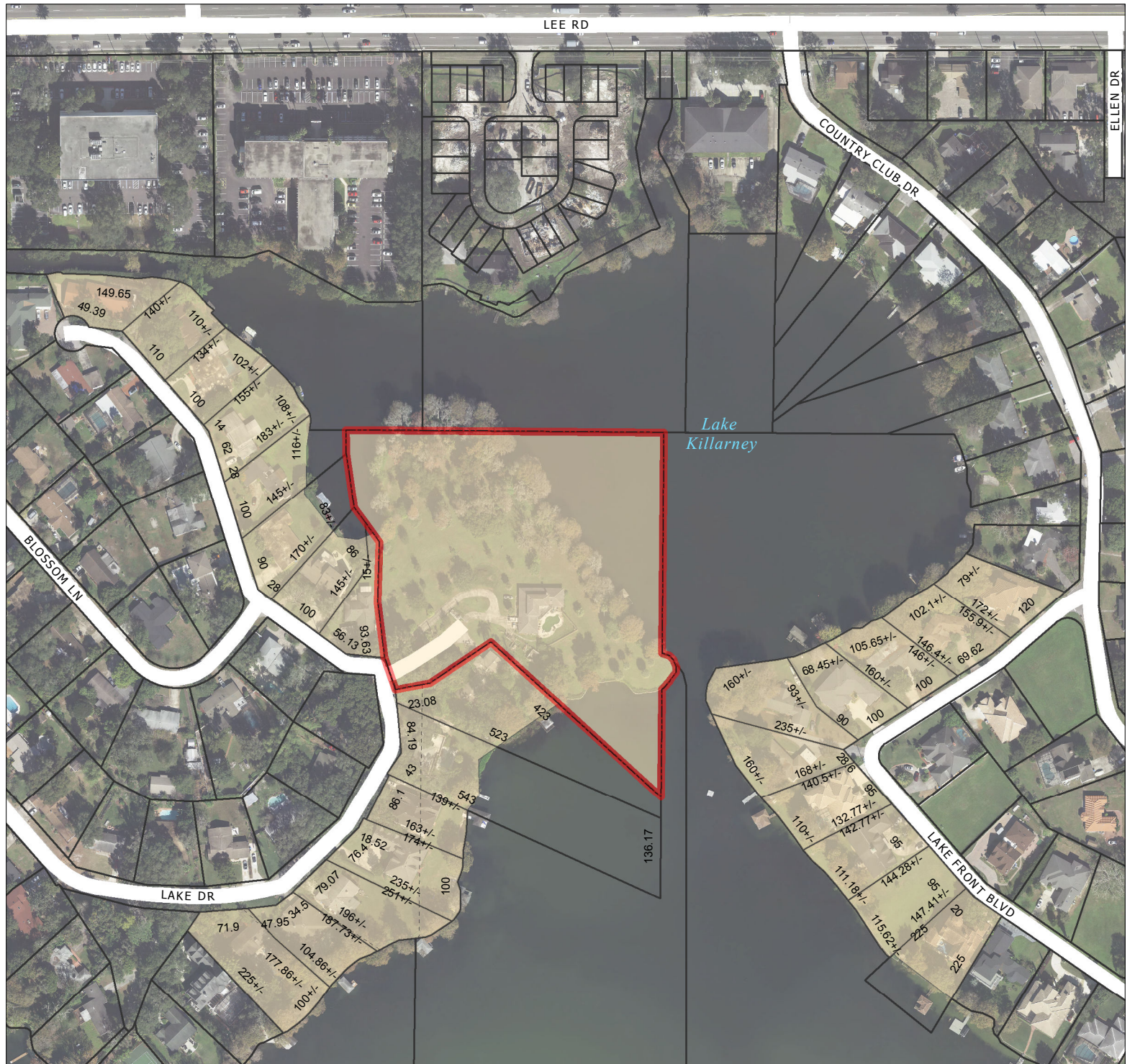
City of Winter Park Florida

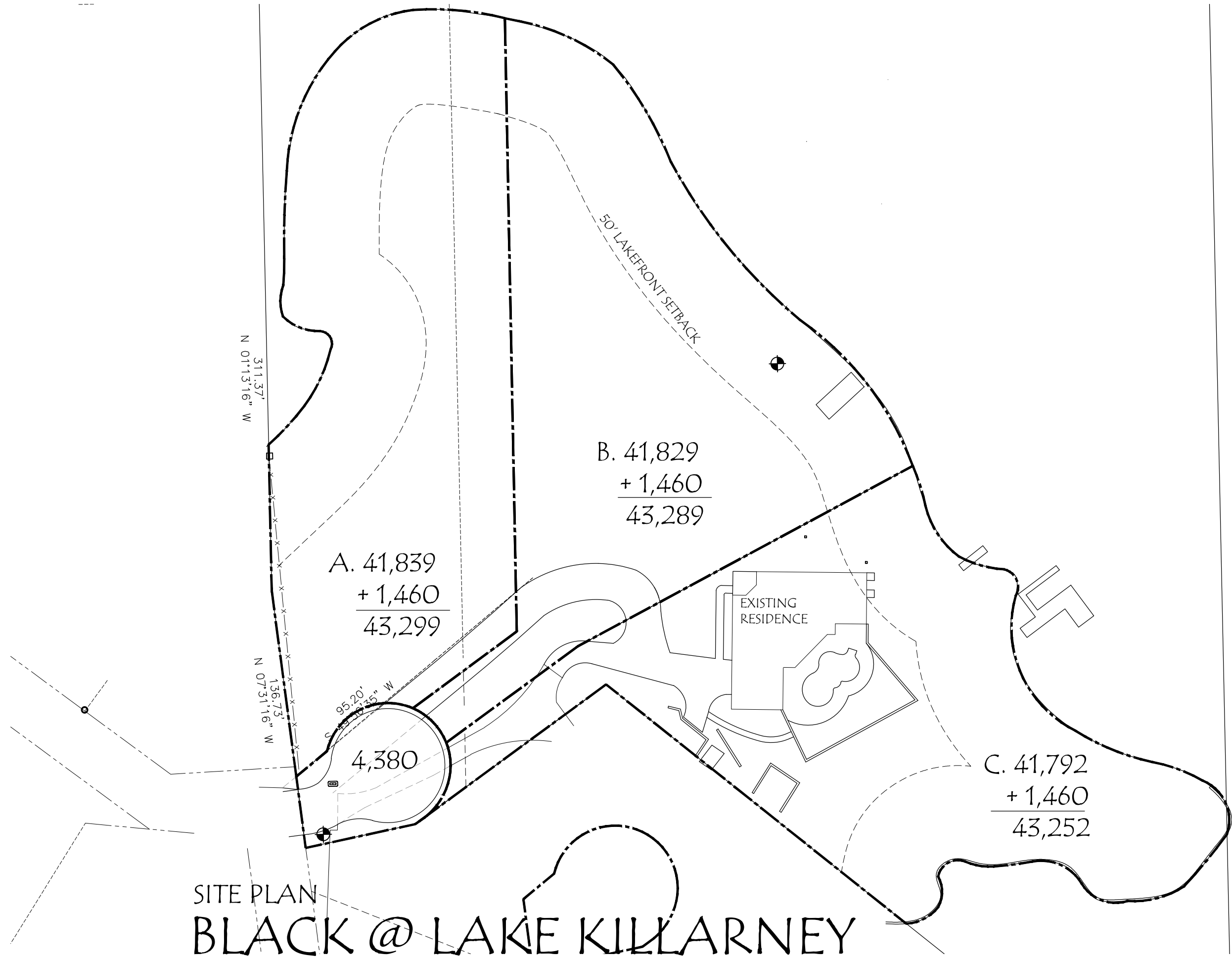
**LEGEND**

- Subject Site
- Single-Family Lakefront Lots Within 500' of Site (25 total)

**NOTES**

Average Lot Size = 16,691 sq ft  
 Median Lot Size = 16,182 sq ft







# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of Villa Tuscany Holdings LLC for subdivision approval to divide the property at 1298 Howell Branch Road on Lake Temple, zoned R-3, into four lakefront lots ranging in size from 20,473 square feet to 24,892 square feet in size.

## **motion / recommendation**

Recommendation is for Approval of the Subdivision request to divide the property at 1298 Howell Branch Road into four lakefront lots, as presented subject to the following conditions to be approved in form and content on the formal plat by the City Attorney:

1. That approval require implementation via a formal plat approved by the City to establish the common driveway access rights, to dedicate the access rights to the City other than that provided for by the common driveway and that it provide for a Homeowners Association in order to provide for the continual maintenance of the common driveway and sanitary sewer lift station.
2. That the plat set forth the commitments to develop each lot in conformance with the single family zoning development standards.
3. That the plat dedicate to the City, the easements requested by Public Works.
4. That the plat provide an easement area for a future privacy wall or landscape buffer area along the Howell Branch Road frontage.
5. That the traffic signals upgrades necessary for the traffic light at Temple Trail and Howell Branch Road be at the development's expense.
6. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes which must be completed at the development's expense prior to the issuance of the building permit for the construction of the first new home.

## **background**

Villa Tuscany Holdings LLC (property owner) is requesting subdivision approval to divide the property located at 1298 Howell Branch Road, into four single-family lots. The zoning of these properties is R-3.

This was the site of several conditional use requests for memory care facilities, which were not approved by the City. As a result, the property owner now desires to subdivide the property for future single family homes, which they believe will be compatible with the surrounding neighborhoods.

**Project Site and Proposed Lot Dimensions:** Per the applicant's survey, the entire property is 3.777 acres in size. Of that total land area size, there is 2.09 acres (91,040 sq. ft.) that is land above the Ordinary High Water (OHW) elevation (66.6 feet – NAVD 88 datum) of the two water bodies. The larger one to the south is Lake Temple and the smaller one to the northeast is a remnant sinkhole with no name. The ordinary high water boundary is just what the words suggest: the ordinary or normal reach of water during the high water season. The term "ordinary" excludes floods and other extraordinary high water events but includes the average or normal reach of high water of each year. The remaining 1.597 acres (69,565 sq. ft.) is then both water bodies either as actual water or shoreline below the Ordinary High Water elevation of 66.6 feet (NAVD 88 datum). All of these numbers have been confirmed by survey.

The proposed lot dimensions are:

- Lot #1 24,829 square feet (0.87 acre) and 250 feet of lot width;
- Lot #2 20,908 square feet (0.48 acre) and 70 feet of lot width;
- Lot #3 20,473 square feet (0.47 acre) and 70 feet of lot width; and
- Lot #4 24,892 square feet (0.57 acre) and 316 feet of lot width.

During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. 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:** To create a single family lot in the R-3 zoning, the minimum size required is 50 feet of lot width and 6,000 square feet of lot area. The proposed lots are all in excess of those requirements. Thus, this request exceeds the R-3 lot dimension standards, and no 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 lot sizes. The Code dictates that the review area is within a 500-foot radius of the subject property, and is limited to those properties in the "same zoning". There are no other single family properties within 500 feet that are zoned R-3.

However, this is to be a single family development and there are homes within this neighborhood with single family zoning (see attached map). The average lot size from this 41 home survey is 20,361 square feet, and the median lot area is 14,070 square feet. Thus, in this case, the lot sizes proposed are similar to the average lot size, within the 500 foot radius.

**Development Plans:** The applicant has provided conceptual site plan layouts of new homes to indicate that the buildable areas are sufficient for single family homes. However, the specific plans, layout, elevations, etc. will not be developed until the lots are sold to builders. It is important to point out that while these lots are zoned R-3, the applicants are in agreement to comply with the normal single-family zoning

development standards, setbacks, articulation, etc. This is a similar scenario with the David Weekly Homes purchase and development of the 1935 Woodcrest Drive property. It was zoned R-3 and David Weekly Homes received approval to subdivide that property into four single family lots. Each of their lots and new homes follow the normal single family development rules, as will these homes.

**Traffic/Mobility Impacts:** In terms of traffic impact for the proposed homes, according to the Institute of Transportation Engineers (I.T.E.) data, the traffic generation/car trips per day for these homes will be approximately 38 daily trips. This is less than the 80 daily trips anticipated for the previously proposed memory care facility.

Access to the proposed lots, into and out of this property was an issue in the initial staff reviews. Access driveways to each individual lot presented safety concerns given sight lines, speed of traffic, U-turns necessary, etc. As a result, these four lots will use a private access easement/common driveway. All traffic is to enter and exit on Howell Branch Road via the signalized intersection at Temple Trail and Howell Branch Road, onto the roadway with 30,600 cars a day. Utilizing access at the traffic light will insure safe turning movements into and out of the property. The traffic signal upgrades will be done at the applicant's expense.

**Lakefront Review:** All of these lots are lakefront lots on Lake Temple which per Section 58-87 of the Zoning Code requires that all new homes and major construction be reviewed and approved by the Planning and Zoning Board at public hearing following notice. If approved, the applicant plans to market these lots to single family home builders who would present their specific plans including site plans and lakefront elevations. The P&Z Board's review focuses on tree preservation, storm water retention, accommodating the plans to the grade of the lot and maintaining lake views. The setbacks for single family homes are a minimum of 50 feet from the Ordinary High Water elevation of Lake Temple. Typically homes are further back than the minimum 50 foot setback in order to provide space for a swimming pool.

**Tree Preservation:** This vacant property is covered with trees of all types and sizes. The City's code requires identification of the trees nine inches in diameter or greater. The applicant has previously submitted a tree survey. That will be used as each individual lot comes in for approval of their development/house plans by the Planning and Zoning Board. At that time, the home builder will need to work with Urban Forestry to on the plans for removal and preservation. Generally the trees that need to be removed in order to build the home, swimming pool, drives and such can be removed but each individual house plan involves a negotiation with Urban Forestry especially if removal of a specimen tree is involved.

**Privacy Wall along Howell Branch Road:** The applicant is not asking for approval of a subdivision wall along Howell Branch Road frontage for a privacy and sound buffer. However, staff fully expects that the eventual builder will want to pursue that option. Plan for any wall will require City Commission approval and there are specifications in the subdivision regulations on heights allowed, design etc.

**City Department Comments:** During the review by other city departments the site plan was revised, per the comments from the various departments to the form submitted. The Public Works Dept. has also asked for two easements. One is for

those sections of the sidewalk along Howell Branch Road that encroach upon this property. Another is for a drainage easement over the weir or control structure between these two water bodies in case maintenance work is required. The applicant is in agreement with those requests. Other comments from Public Works related to the traffic signal upgrades have been agreed to by the applicant. Similarly the sanitary sewer lift station necessary for this project will be designed to meet city specifications.

Per the City Attorney, there will need to be a formal plat recorded along with a Homeowners Association in order to implement the approvals and conditions as well as provide for the maintenance of the common driveway and sanitary sewer lift station.

**Applicable Codes:** The applicable Comprehensive Plan policy and Subdivision Code section governing lot splits are on the following page.

**Summary:** The request meets all of the R-3 zoning requirements for lot sizes, and no variances are requested. The neighbors will be provided an opportunity to review and comment on the specific house plans as they come in to be reviewed and approved by the P&Z Board, as lakefront lots. The applicant is in agreement that these lots will be developed per the single family zoning rules, just like the surrounding single family lots.

**Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF VILLA TUSCANY HOLDINGS LLC FOR: SUBDIVISION APPROVAL TO DIVIDE THE PROPERTY AT 1298 HOWELL BRANCH ROAD, ZONED (R-3), INTO FOUR LAKEFRONT LOTS RANGING IN SIZE FROM 20,473 to 24,829 SQUARE FEET IN SIZE.**

Board member Laura Walda recused herself from this item, as her law firm and the applicant have an ongoing relationship.

Planning Manager, Jeff Briggs presented the staff report. He explained that the applicant, Villa Tuscany Holdings LLC is requesting to subdivide the property at 1298 Howell Branch Road, zoned (R-3) into four single family lots. He reminded the Board that the property had been the site of several conditional use requests for memory care facilities, which were not approved by the City. As a result, the property owner now desires to subdivide the property for future single family homes, which they believe will be compatible with the surrounding neighborhoods. He stated that the proposed lots do not include any of the water area. He reviewed the proposed lot dimensions, zoning and comprehensive tests.

Mr. Briggs explained that the applicant has provided conceptual site plan layouts of new homes to indicate that the buildable areas are sufficient for single family homes. However, the specific

plans, layout, elevations, etc. will not be developed until the lots are sold to builders. He stated that it is important to point out that while these lots are zoned (R-3), the applicants are in agreement to comply with the normal single-family zoning



development standards, setbacks, articulation, etc. He noted that this is a similar scenario to the David Weekly Homes purchase and development of the 1935 Woodcrest Drive property, it was zoned R-3 and David Weekly Homes received approval to subdivide that property into four single family lots and each of their lots and new homes follow the normal single family development rules, as will the proposed homes for this project.

He noted that during the initial staff review, Staff realized that there would be issues if each of the four lots had driveways that went out to Howell Branch Road. Getting into traffic, making U-turns, speed of traffic, etc. could present safety concerns. Thus, the applicant has agreed to create a private common driveway used by all four of the lots, which will bring them out to the intersection of Temple Trail and Howell Branch Road. He stated that this development would upgrade the traffic signal so that the residents can safely come in and out of their homes. He state that the traffic signal upgrade will be done at the applicant's expense.

Mr. Briggs mentioned that the important thing for neighbors to know is these homes will all be lakefront lots and the Zoning Code requires all new homes and major construction to be reviewed and approved, individually, case by case, by the Planning and Zoning Board at a public hearing. He stated that there will be four future meetings where Staff and the Board will review the specific designs for each homes including elevations, tree preservation, storm water retention, accommodating the plans to the grade and lake views. He noted that this review would give the neighbors another opportunity to see what is being built.

Mr. Briggs stated that at this time, the applicant is not asking for a privacy wall along Howell Branch Road. However, staff expects that eventually the homeowners will want some privacy and sound buffer along Howell Branch. He stated that there are specific terms in the subdivision regulations about design and layout of privacy walls, which would require approval from the City Commission.

Mr. Briggs summarized by stating that the request meets all of the R-3 zoning requirements for lot sizes, and no variances are requested. The neighbors will be provided an opportunity to review and comment on the specific house plans as they come in to be reviewed and approved by the P&Z Board, as lakefront lots. The applicant is in agreement that these lots will be developed per the single family zoning rules, just like the surrounding single family lots.

Staff Recommendation is for Approval of the Subdivision request to divide the property at 1298 Howell Branch Road into four lakefront lots, as presented subject to the following conditions to be approved in form and content on the formal plat by the City Attorney:

1. That approval require implementation via a formal plat approved by the City to establish the common driveway access rights, to dedicate the access rights to the City other than that provided for by the common driveway and that it provide for a Homeowners Association in order to provide for the continual maintenance of the common driveway and sanitary sewer lift station.
2. That the plat set forth the commitments to develop each lot in conformance with the single family zoning development standards.
3. That the plat dedicate to the City, the easements requested by Public Works.

4. That the plat provide an easement area for a future privacy wall or landscape buffer area along the Howell Branch Road frontage.
5. That the traffic signals upgrades necessary for the traffic light at Temple Trail and Howell Branch Road be at the development's expense.
6. That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes which must be completed at the development's expense prior to the issuance of the building permit for the construction of the first new home.

Mr. Briggs answered questions from the Board regarding, future variances, wetland issues, traffic impacts, sidewalks and first responder emergency access.

Steve Alan, CivilCorp Engineering, Inc., 630 N Wymore Rd, Maitland, FL, represented the applicant. He stated that he is the civil engineer on the project. He stated that the applicant agrees with all of Staff's recommendations and asked for the Board's approval for the project.

The Board heard public comment from: David Danzinger, 1049 Tuscany Place, Winter Park, FL; Sally Flynn 1400 Highland Road; Barry Render, 2630 Via Tuscany, Winter Park and Nancy Freeman, 1055 Tuscany Place, Winter Park.

No one else wished to speak. The Public Hearing was closed.

The Board suggested that the future builders and staff meet with the neighbors prior to the P&Z meeting so that input is received by the Board in advance of the meeting. They agreed that this should be a compatible development with Lake Temple bordering only single family homes.

**Motion made by Bob Hahn, seconded by Sheila DeCiccio for subdivision approval to divide the property at 1298 Howell Branch Road on Lake Temple, Zoned (R-3), subject to the conditions recommended by staff and agreed to by the applicant:**

1. **That approval require implementation via a formal plat approved by the City to establish the common driveway access rights, to dedicate the access rights to the City other than that provided for by the common driveway and that it provide for a Homeowners Association in order to provide for the continual maintenance of the common driveway and sanitary sewer lift station.**
2. **That the plat set forth the commitments to develop each lot in conformance with the single family zoning development standards.**
3. **That the plat dedicate to the City, the easements requested by Public Works.**
4. **That the plat provide an easement area for a future privacy wall or landscape buffer area along the Howell Branch Road frontage.**
5. **That the traffic signals upgrades necessary for the traffic light at Temple Trail and Howell Branch Road be at the development's expense.**
6. **That new potable water and fire flow infrastructure be constructed including fire hydrant(s) as needed within 300 feet travel distance to all sides of all three homes which must be completed at the development's expense prior to the issuance of the building permit for**

**the construction of the first new home.**

**The motion carried with a 4-1 vote. (Board members, Ross Johnston, Sheila De Ciccio, Ray Waugh and Bob Hahn voted to approve the request. Board member Owen Beitsch voted against the request.)**

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

Description

Upload Date

Type

Backup materials

6/19/2018

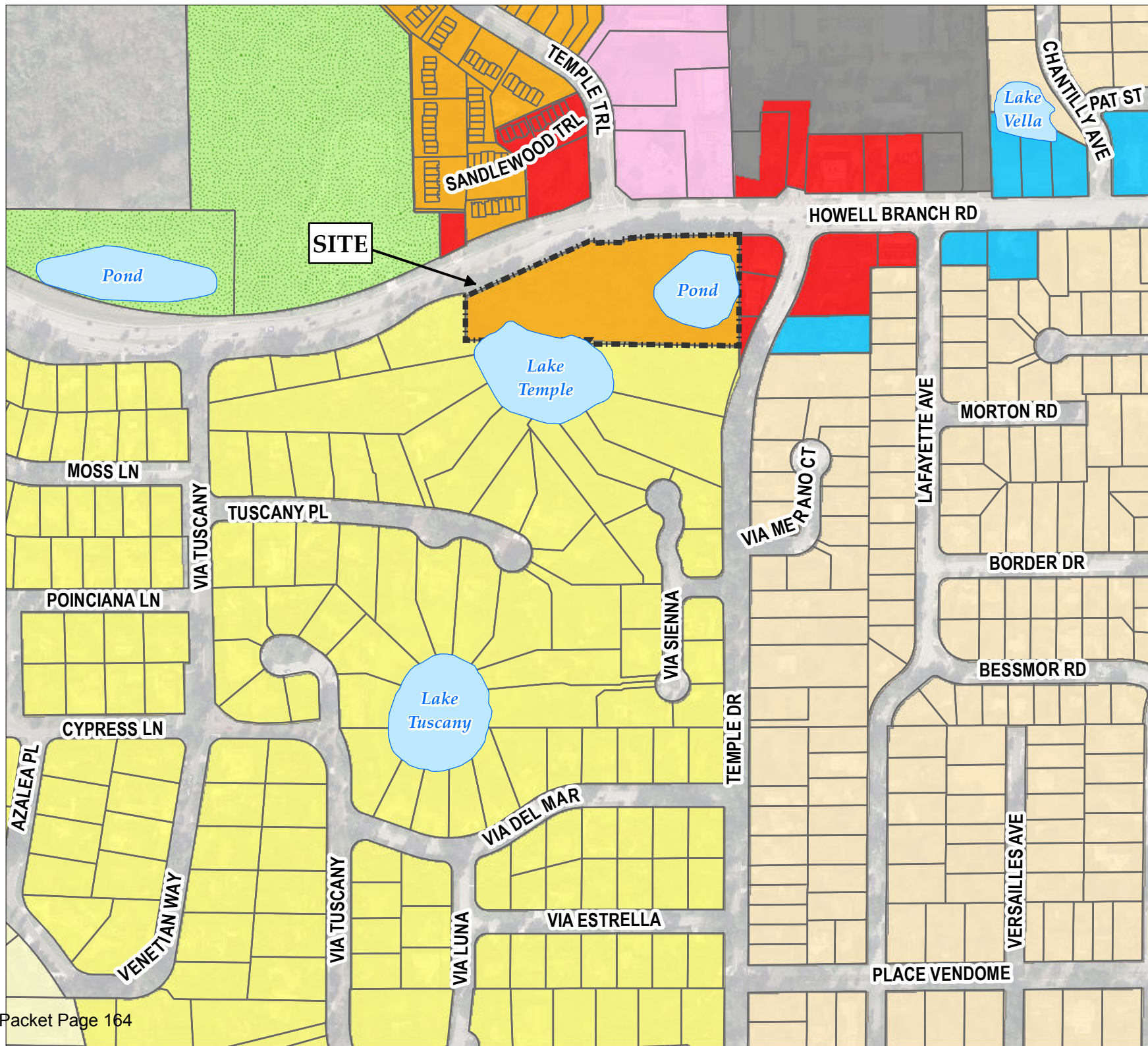
Cover Memo



City of Winter Park  
Florida

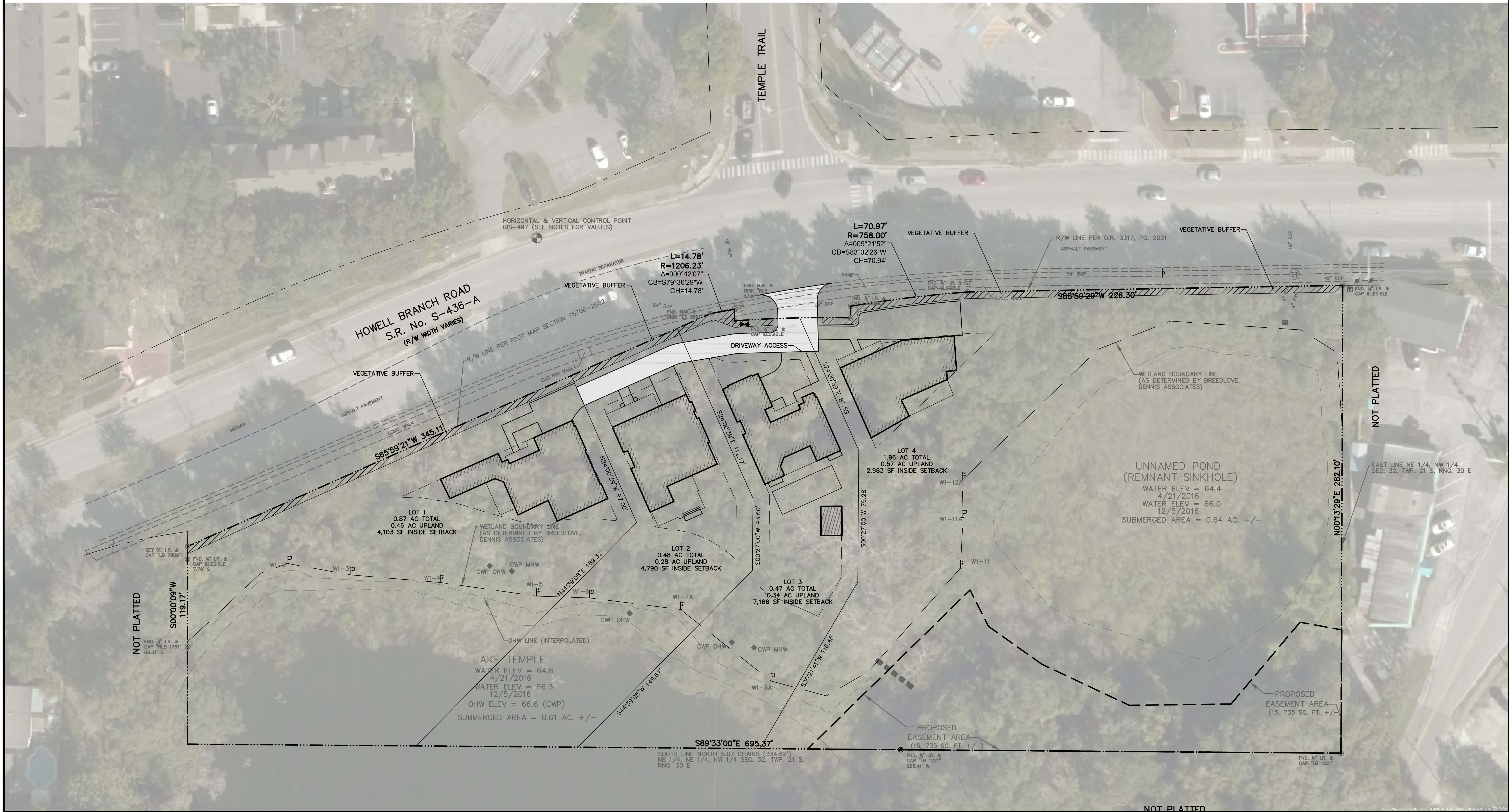
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- C-3
- O-2
- PQP
- PR
- R-1A
- R-1AA
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- R-3



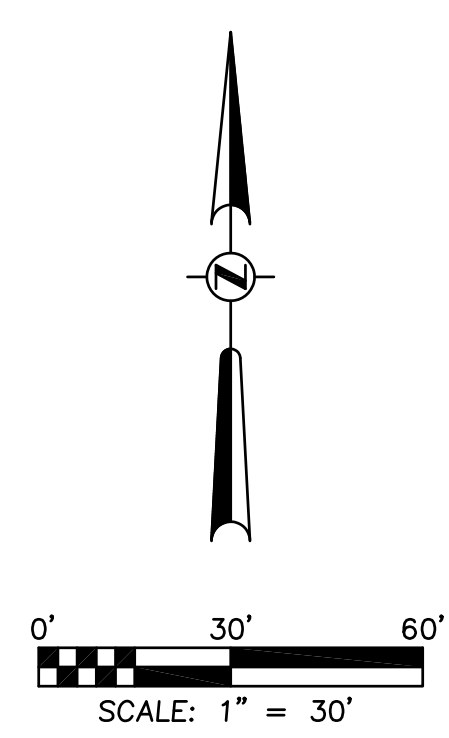
Date: 3/23/2016





**SITE LEGEND**

- SITE BOUNDARY LINE
- CENTER LINE OF ROAD
- EASEMENT LINE
- EDGE OF PAVEMENT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK LINE



Revisions	Date	Description
4		
3		
2		
1		
#		

Project No.	211-001	Drawn By	STA
Scale	1" = 30'	Date	02/01/18

**VILLA TUSCANY HOLDINGS, LLC**

**CivilCorp Engineering, Inc.**  
 630 N Wynore Rd, Ste 310  
 Maitland, FL 32751  
 Phone: 407-516-0437  
 Certificate of Authorization No. 29390

**CivilCorp Engineering, Inc.**

Stephen Allen, PE # 99994  
 Engineer  
 FL Reg No.

**1298 HOWELL BRANCH RD  
 WINTER PARK, FL**

**LOT SPLIT PLAN**

PROJECT NAME

SHEET NAME

SHEET NO.  
**C-1**



# city commission agenda item

item type	Public Hearings	meeting date	6/25/2018
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
Approval			
board approval	yes	final vote	
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of Verax Investments, LLC for approval of the final building elevations for the proposed medical office building located at 1111 W Fairbanks Avenue.

## **motion / recommendation**

Recommendation is for approval of the final building elevations.

## **background**

On March 26, 2018 the City Commission approved the Conditional Use for a new two-story, 20,000 square foot medical and general office building on the property located at 1111 West Fairbanks Avenue. A condition of that approval was "that the final architectural elevations and materials of the proposed office building be subsequently approved by the P&Z Board and City Commission after input and dialogue with the city architect."

The applicant is now requesting approval of final architectural elevations and materials of the proposed building. Attached are the building elevations from each angle and the materials proposed. The City Architect has worked with the applicant and is in support of the design that is being presented.

**Summary:** The elevations presented many months ago were preliminary and this condition of approval allowed time for the staff to work with the applicants on the final design.

## **Planning and Zoning Board Minutes – June 5, 2018:**

**REQUEST OF VERAX INVESTMENTS, LLC FOR:** APPROVAL OF THE FINAL BUILDING ELEVATIONS FOR THE proposed medical office building LOCATED AT 1111 west Fairbanks avenue.

Senior Planner, Allison McGillis, presented the staff report. She reminded the Board that On March 26, 2018 the City Commission approved the Conditional Use for a new

two-story, 20,000 square foot medical and general office building on the property located at 1111 West Fairbanks Avenue. A condition of that approval was "that the final architectural elevations and materials of the proposed office building be subsequently approved by the P&Z Board and City Commission after input and dialogue with the city architect."

Mrs. McGillis stated that the applicant is now requesting approval of final architectural elevations and materials of the proposed building. She reviewed the building elevations for the Board. She stated that the City Architect has worked with the applicant and is in support of the design that is being presented. Mrs. McGillis summarized by stating that Staff's recommendation was for Approval.

David Lamm, Lamm and Company, 968 Lake Baldwin Lane, represented the applicant. He informed the Board that he is the Development and Construction Manager for the property and was present to answer questions about the project if needed.

There was no public comment. The Public Hearing was closed.

The Board agreed with Staff's recommendations.

**Motion made by Laura Walda, seconded by Owen Beitsch for approval of the final building elevations for the proposed medical office building located at 1111 West Fairbanks Avenue.**

**The motion carried unanimously with a 6-0 vote.**

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

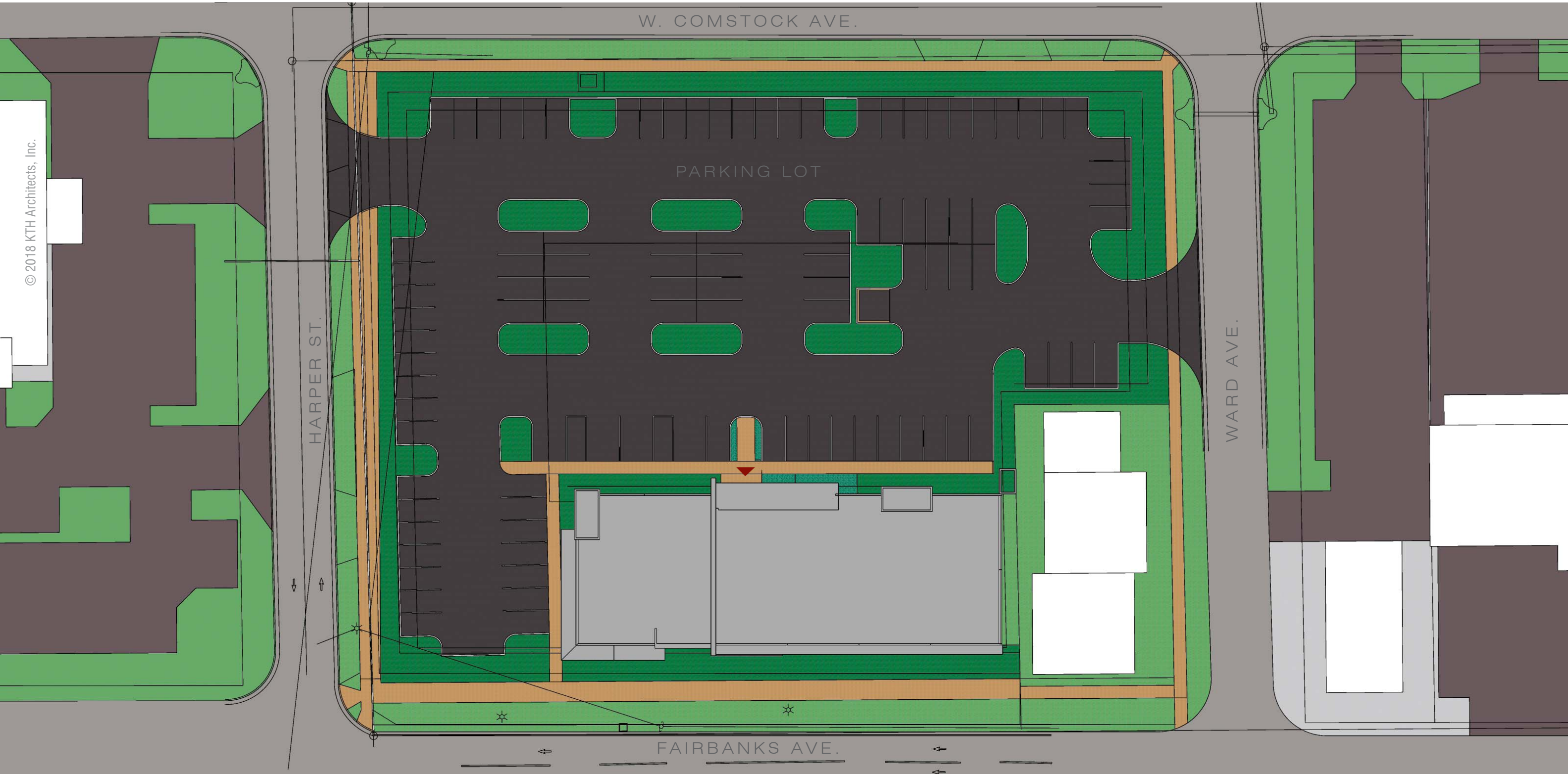
Description	Upload Date	Type
Backup Materials	6/12/2018	Backup Material





# Option 2

**1 1 1 1 Fairbanks Ave -** Exterior Design Concepts | 23 May 2018 | City of Winter Park - Approval Submission





21 FEBRUARY 2018



26 FEBRUARY 2018



27 FEBRUARY 2018



27 FEBRUARY 2018

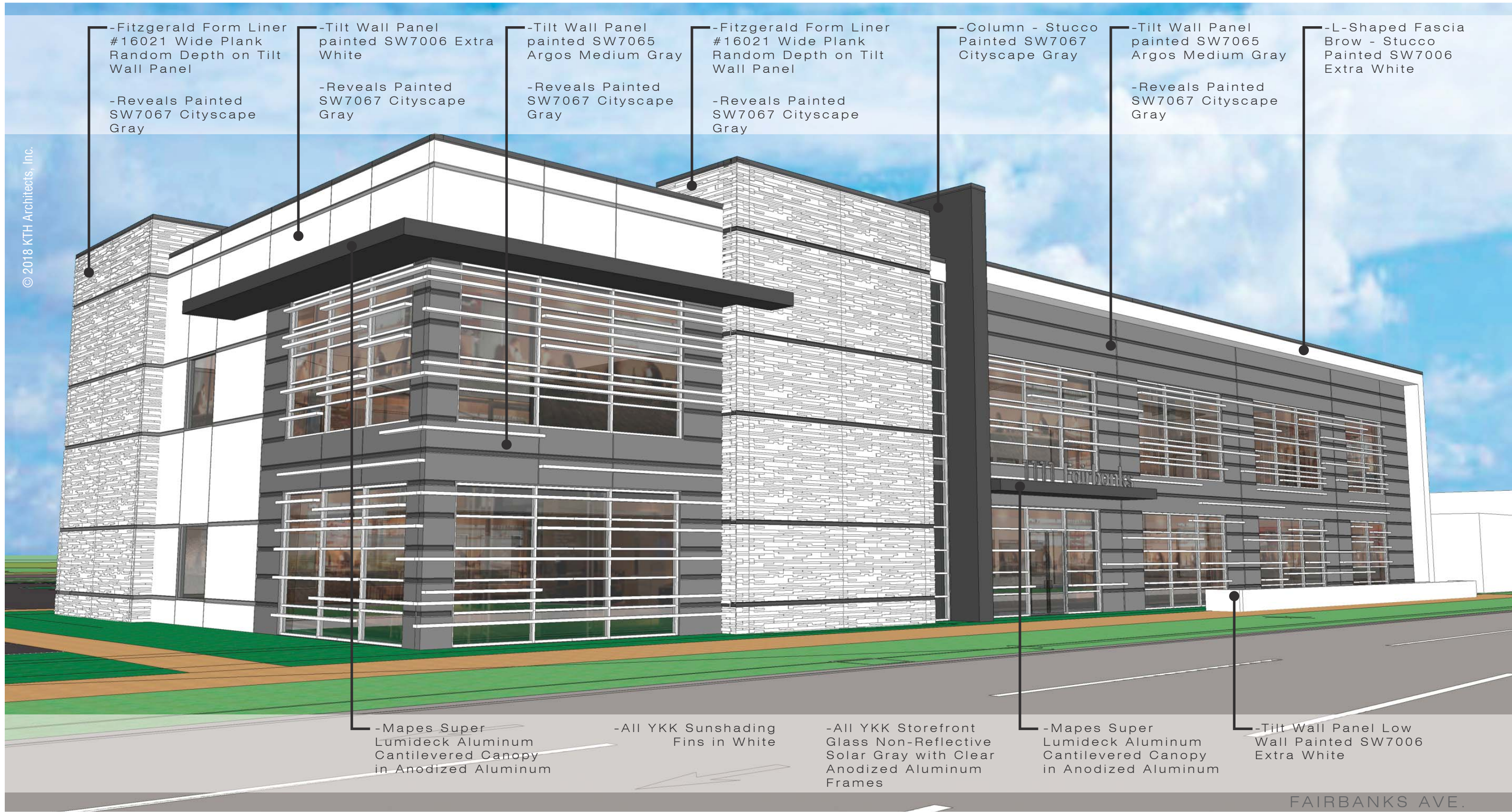


5 MARCH 2018



23 MAY 2018 (CURRENT)





-Fitzgerald Form Liner #16021 Wide Plank Random Depth on Tilt Wall Panel  
-Reveals Painted SW7067 Cityscape Gray

-Tilt Wall Panel painted SW7006 Extra White  
-Reveals Painted SW7067 Cityscape Gray

-Tilt Wall Panel painted SW7065 Argos Medium Gray  
-Reveals Painted SW7067 Cityscape Gray

-Fitzgerald Form Liner #16021 Wide Plank Random Depth on Tilt Wall Panel  
-Reveals Painted SW7067 Cityscape Gray

-Column - Stucco Painted SW7067 Cityscape Gray

-Tilt Wall Panel painted SW7065 Argos Medium Gray  
-Reveals Painted SW7067 Cityscape Gray

-L-Shaped Fascia Brow - Stucco Painted SW7006 Extra White

-Mapes Super Lumideck Aluminum Cantilevered Canopy in Anodized Aluminum

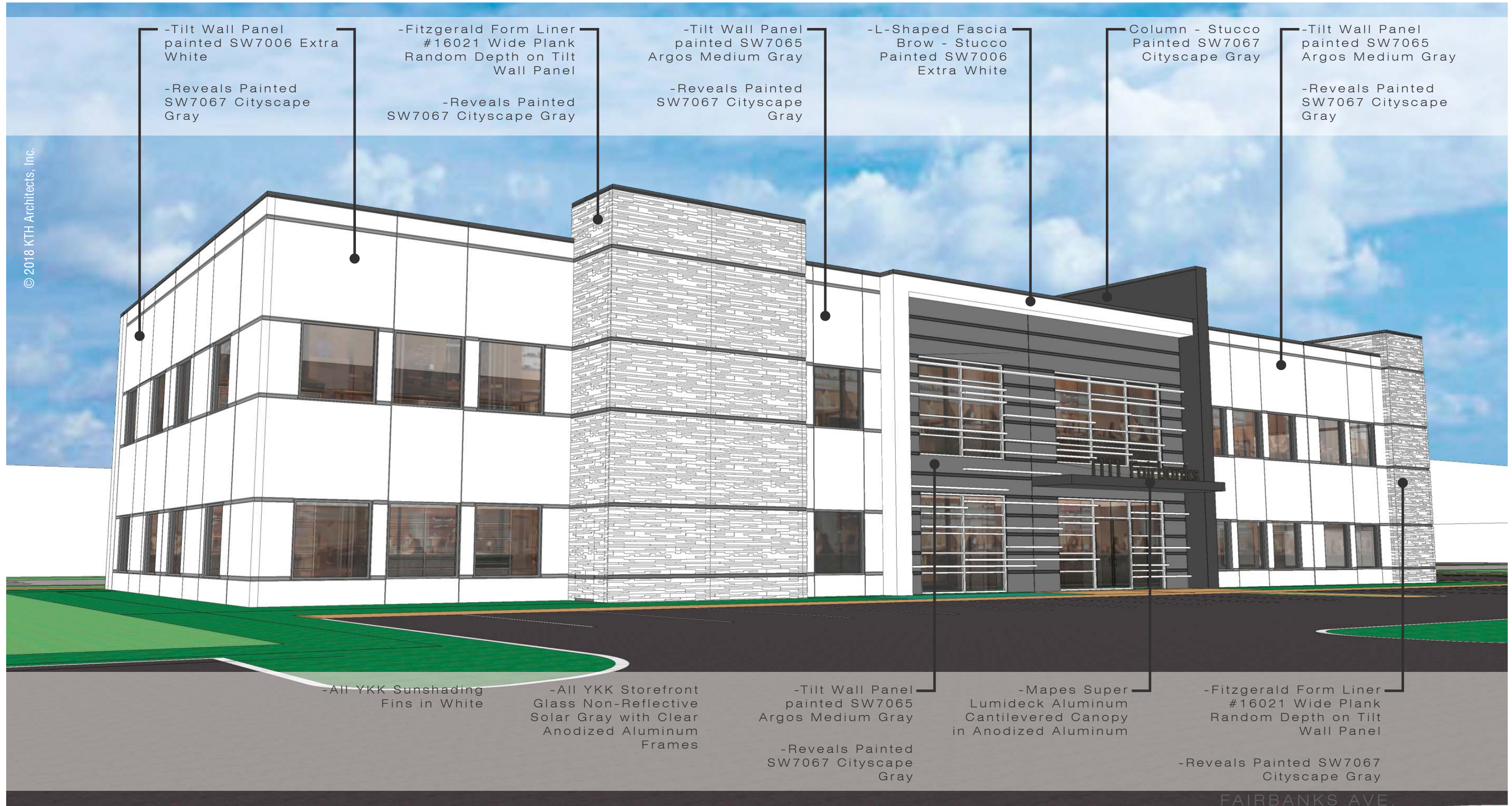
-All YKK Sunshading Fins in White

-All YKK Storefront Glass Non-Reflective Solar Gray with Clear Anodized Aluminum Frames

-Mapes Super Lumideck Aluminum Cantilevered Canopy in Anodized Aluminum

-Tilt Wall Panel Low Wall Painted SW7006 Extra White

FAIRBANKS AVE.



-Tilt Wall Panel painted SW7006 Extra White  
 -Reveals Painted SW7067 Cityscape Gray

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FAIRBANKS AVE.





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**1111 Fairbanks Ave** - Exterior Design Concepts | 23 May 2018 | City of Winter Park - Approval Submission  
Parking Lot Entrance







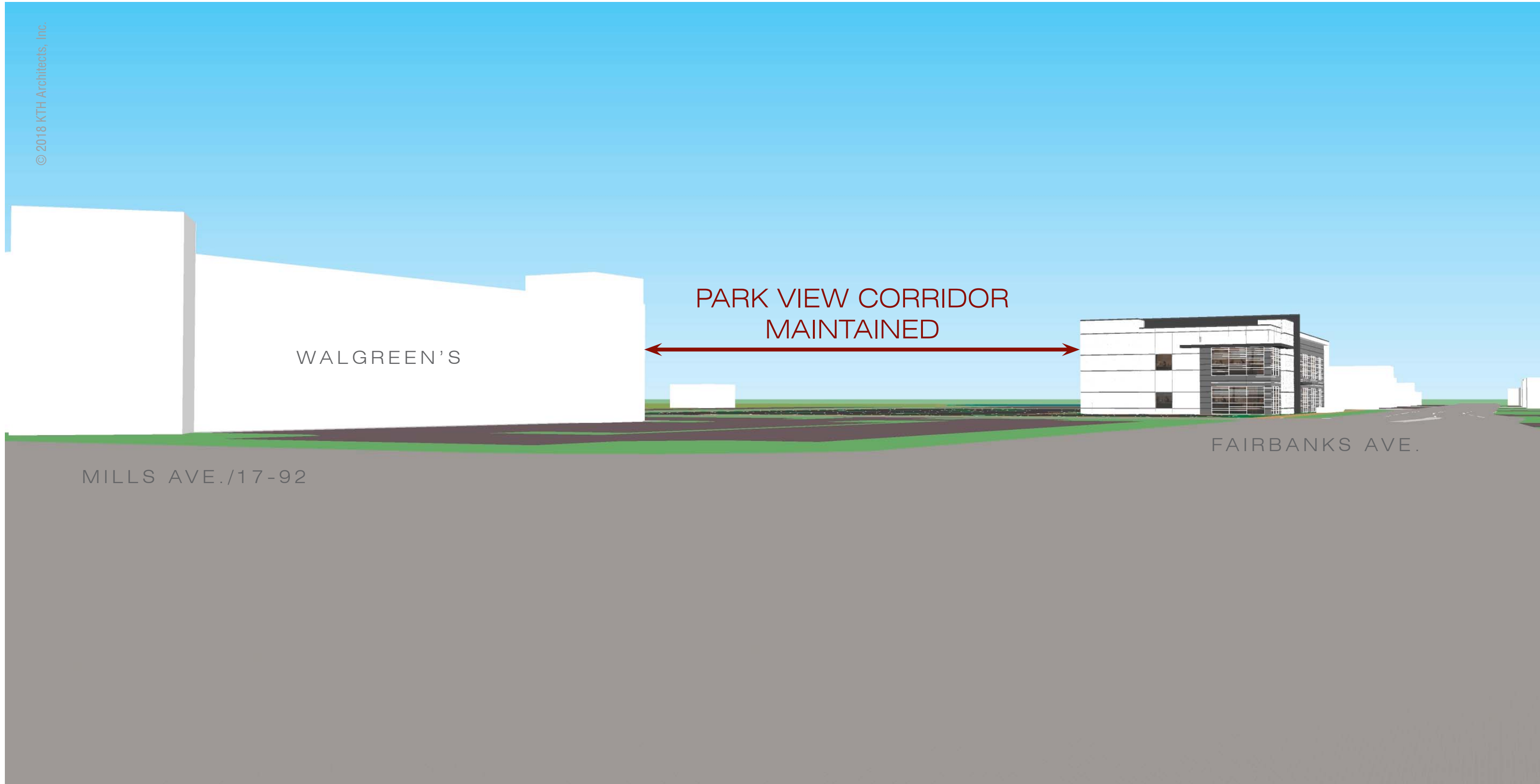
FAIRBANKS AVE.



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**1111 Fairbanks Ave** - Exterior Design Concepts | 23 May 2018 | City of Winter Park - Approval Submission  
South Sidewalk View Facing Mills Ave./Fairbanks Ave. Intersection







# city commission **agenda item**

item type	Public Hearings	meeting date	6/25/2018
prepared by	City Manager	approved by	City Manager, City Attorney
board approval	final vote		
strategic objective	Investment in Public Assets and Infrastructure		

## **subject**

Ordinance - Renewal of Gas Franchise (2)

## **motion / recommendation**

Approve the nonexclusive gas franchise renewal to Peoples Gas System, a division of Tampa Electric Company.

## **background**

The current 10 year franchise agreement with Peoples Gas expired in November 2017. The attached franchise renewal is for a period of 10 years with an option for an additional 10 years at the expiration of the first 10 year period.

## **alternatives / other considerations**

None.

## **fiscal impact**

The franchise fee percentage is unchanged.

### ATTACHMENTS:

Description	Upload Date	Type
Franchise Ordinance	5/31/2018	Cover Memo



NATURAL GAS  
FRANCHISE AGREEMENT  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF WINTER PARK, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE; AND REPEALING AND REPLACING THE PRIOR ORDINANCE AND FRANCHISE AGREEMENT.

WHEREAS, Peoples Gas System and the City of Winter Park desire to enter into a franchise agreement for a period of ten (10) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, THAT:

SECTION 1:            DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of Winter Park, Orange County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric

Company, a Florida corporation, its successors and assigns.

- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.
- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 19 below.
- F. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the City and accepted by the Company, as provided in Section 19 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale, transportation, distribution or delivery of Gas.
- I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, bridge, easement, public thoroughfares or other right-of-way that is owned by or dedicated to the City. With respect to easements, the term "right-of-way" only includes those easements owned by City or dedicated to the City or public which permit gas utilities or lines by the terms of the

applicable easement instrument.

SECTION 2:            GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained. Notwithstanding the grant to use Rights-of-way, no right-of-way shall be used by the Company if the City, in its reasonable discretion and after consultation with the Company, determines that such use by the Company is inconsistent with the terms, conditions or provisions by which the applicable right-of-way was created or dedicated or is being used.

SECTION 3:            TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of ten (10) years from the effective date of this ordinance; provided, however, that there will be an option to renew the Franchise for one (1) ten (10) year renewal term if the Company provides the City with written notice, no less than one hundred and eighty (180) days' prior to the expiration of the initial ten (10) year term, that the Company wants to exercise the option to an additional ten (10) year term, and, in addition, the City provides written notice of acceptance of the ten (10) year renewal term prior to the expiration of the initial ten (10) year term. If the Company fails to provide timely written notice that Company want to exercise the option for the additional ten (10)

year term or if the City does not accept the Company's request for the additional ten (10) year term, then the Franchise shall expire upon the conclusion of the initial ten (10) year term.

SECTION 4:            ASSIGNMENT

A.     The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City .

B.     Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5:            CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6:            USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, as to minimize interference with additions to the City's real property in the Right-

of-way, City's utilities and other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not enforce against the Company any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 7:            MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in safe condition, in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8:            LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits. In the event of conflicts between the construction or installation of components of the Distribution System and the City's utility systems and additions to the City's real property, conflicts shall be resolved through consultation between the parties to minimize interference with the City's utilities systems and improvements unless otherwise agreed to by the City.

SECTION 9:            CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company

as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10:            FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale, transportation, distribution or delivery of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11:            IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the

Company to determine which of its customer are located within the City limits. The City shall also provide the Company notice of any property annexed into or contracted from the City limits occurring after the Effective Date within thirty (30) days after the effectiveness of any change in said City limits. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11; provided however, once such information is provided by the City, the Company shall pay franchise fees accordingly, and this provision does not relieve the Company from paying franchise fees concerning those properties and customers for which the Company has been provided such information.

SECTION 12:           ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.



SECTION 13:            INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$5,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$5,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the clerk of the City, in writing, of any material alteration, modification, or cancellation of such policy.

SECTION 14:            INDEMNIFICATION

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the

investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company. Nothing herein shall constitute or is intended as a waiver of the City's sovereign immunity protections or of any other privilege, immunity or defense afforded to the City and its officers, employees and agents under law.

SECTION 15:            TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan,

reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16:            CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17:            SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18:            GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Exclusive venue for any lawsuit arising out of this Franchise Agreement shall be in a court of proper jurisdiction in Orange County, Florida.

SECTION 19:            REPEAL

The previous franchise agreement between the City and Company (including the ordinance approving the same) are hereby repealed and replaced by this Ordinance and the Franchise Agreement.

SECTION 20:            EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City’s passage and adoption hereof.

PASSED AND CERTIFIED AS TO PASSAGE this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Leary, MAYOR

ATTEST: \_\_\_\_\_  
Cindy Bonham  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:  
\_\_\_\_\_  
\_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

PEOPLES GAS SYSTEM, A DIVISION OF  
TAMPA ELECTRIC COMPANY

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