

**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
October 7, 2014**

REQUEST OF THE SYDGAN CORP. FOR: LOT CONSOLIDATION AND SUBDIVISION APPROVAL TO COMBINE AND THEN RESUBDIVIDE THE PROPERTIES AT 755/761/781/783/785/831/835 WEST CANTON AVENUE AND AT 437/439/441 NORTH CAPEN AVENUE, ZONED R-1A, INTO TWELVE (12) SINGLE FAMILY LOTS. VARIANCES ARE REQUESTED FOR THE SINGLE FAMILY LOT DIMENSIONS COMPRISED ON AVERAGE OF 62.15 FEET IN WIDTH AND 7,071 SQUARE FEET OF LOT AREA IN LIEU OF THE 75 FEET OF LOT WIDTH AND 8,500 SQUARE FOOT LOT AREA STANDARD FOR R-1A.

This is a continuation of the requests made by the Sydgan Corp. that were on the April 8th P&Z agenda and tabled, then pursued via a re-application and recommended for Denial by P&Z on September 2nd and subsequently withdrawn. The revised request does not seek to change the Comp. Plan FLU or Zoning designations for the properties. It does not seek any Conditional Use approval. The request is as follows:

1. Consolidate all of these ten (10) individual properties into one unified development site, and then Subdivide the combined Property into twelve (12) single family lots, per the attached plan.

Previous P&Z and Community Meetings:

At the April 8th P&Z meeting, the Planning Board tabled a request by the applicant to designate the property as Medium and High Density Residential with R-3 and R-4 zoning districts. There were seventeen speakers/neighbors in opposition to the requests and a petition presented with 130 signatures of citizens in opposition. Per the direction of the P&Z Board, there was a subsequent 'community meeting' of about 50 neighbors who gathered to discuss options and to agree upon a consensus recommendation from the neighborhood. Then there was another meeting a week later at the Community Center with representatives of the applicant and the builder together with about 30 neighbors to review the rezoning proposal and to offer their viewpoints. From those meetings, it was apparent that the neighbors were and are steadfastly in opposition to any changes in the Comp. Plan FLU or Comp. Plan policies or Zoning.

At the September 2nd P&Z meeting the request was revised to request R-2 zoning together with a development plan to consolidate all of these ten (10) individual properties into one unified development site, and Subdivide the combined Property into four (4) single family lots, three (3) duplex lots and two (2) triplex lots and to approve a Conditional Use in the R-2 zoning for the proposed residential townhouse

project of 16 units in two story buildings with an aggregate project size of approximately 41,334 square feet. Again there was significant neighborhood and citizen opposition to the density and clustering of residential units into duplexes and triplexes. The P&Z Board voted 4-2 for denial and the request was subsequently withdrawn by the applicant.

Site and Context: The site remains the same from last month's meeting. There are ten properties involved in this request. They are all designated Single Family Residential in the Comprehensive Plan and all zoned R-1A. Altogether the ten properties encompass 77,045 square feet (1.77 acres).

Subdivision Proposal: The attached subdivision proposal is for twelve (12) single family lots. Four of these lots at 437/439/441 N. Capen Avenue and at 755 W. Canton Avenue remain unchanged and are the same dimensions as currently exist. The balance of the six (6) other properties are to be re-subdivided into eight (8) lots. Four of those lots are 60.8 feet wide and have 7,442 square feet of lot area and the remaining four lots are 63.5 feet wide and average 6,702 square feet of lot area. Those eight lots average 62.15 feet wide and 7,071 square feet of lot area. As with all Subdivision requests, the Code calls for the following two comparisons:

Zoning Test: The zoning test is the comparison of the proposed lot sizes to the minimum standards for new R-1A lots. Those minimum dimensions are 75 feet of lot width and 8,500 square feet of lot area. In this case, variances are requested for these eight lots to have an average frontage of 62.15 feet and 7,071 square feet of lot area.

Comprehensive Plan Test: Per the policies of the Comprehensive Plan and text of the Subdivision Code, the decisions on subdivisions within existing neighborhoods is to be based on an analysis of the comparable lot sizes of properties in the same zoning district within a 500 foot radius. This is a door that swings both ways. In some cases, based on the neighborhood standard, it can require lot sizes larger than the minimums established in the zoning code. The City has had cases where this was used to deny lot splits/subdivisions even when they met the minimum standards of the zoning because they did not meet or were not comparable to the larger neighborhood standard lot size. In other cases, the Comprehensive Plan test works to justify variances to those minimum zoning dimensions based on comparable lot sizes in the immediate surrounding neighborhood.

Excepting out the two Church properties, within the surrounding neighborhood radius of 500 feet there are 80 single family residential properties that are zoned comparable R-1A. Of those 80 properties, there are 60 properties (75%) that are between 50-54.5 feet wide. There are 19 properties (23.75%) that are 60 feet wide and one which is 70 feet wide (1.25%). The average lot width is 54.5 feet and the average lot size is 5,975 square feet. Thus the proposed lots meet the Comprehensive Plan test by exceeding the neighborhood average and median lot sizes.

Development Agreement:

In order to provide certainty for the applicant, the City and the neighbors and to provide for comparably sized homes within this development, this request is accompanied by a Development Agreement prepared by the applicant. It provides certainty that the final plat will conform to the dimensions and layout as presented. It provides for the City, assurances as to the maintenance and common usage of the alley easements/alley tracts. It also provides to the applicant the ability to spread the allowable floor area ratio or house size (43% FAR) over the entire development. The applicant desires to have a minimum of 2,000 square feet of living area within each home plus the two car garage. This Agreement spreads some of the FAR to the four smallest lots and thereby reduces the FAR or house sizes on the other eight lots. The Agreement also specifies that while there is not architectural approval of the homes by the City, all of the homes will have open front porches, typical of the traditional neighborhood architecture and also all the homes will have rear loaded two car garages.

Comprehensive Plan Policy and Subdivision Code Guidance:

There are two Comprehensive Plan policies that apply to this request:

Policy 1-3.6.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density consistent with the existing conditions in the surrounding neighborhood within a radius of five hundred (500) feet.

Policy 1-3.8.4: Encourage Single-Family Detached Homes. The City shall encourage single family detached homes as opposed to apartments and condominiums by strongly discouraging Future Land Use Map amendments from Single-Family Residential or Low-Density Residential to Medium or High-Density Residential. The intent of this policy is to provide a smooth transition of density/intensity of land use.

The Subdivision Code regulations that apply are outlined below:

Sec. 58-377. Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats

or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.

Summary and Recommendation:

The neighborhood position has been very clear that the zoning should remain R-1A and the redevelopment should be single family detached homes. That is what is proposed by the applicant.

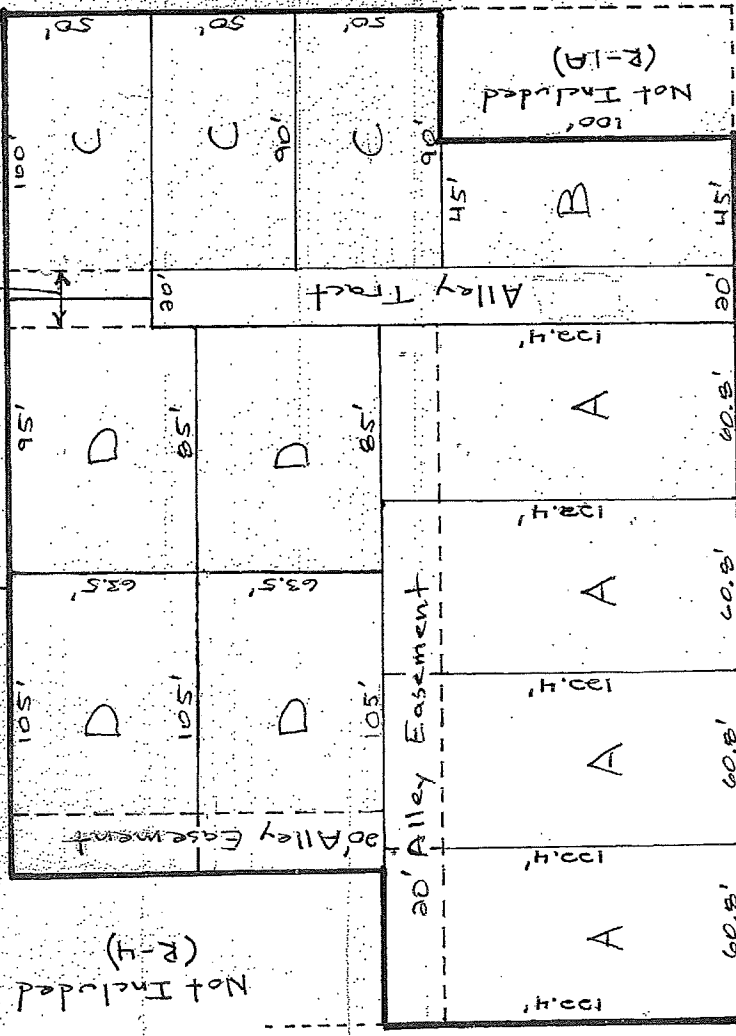
The neighbors would prefer homes that are smaller and more affordable than what the City's code allows but the City cannot control the marketplace or dictate prices. The planning staff believes that the Development Agreement provides certainty for everyone that only what is shown is what will be developed and that the design elements desired (open front porches and rear entry garages) will be utilized. Thus this property cannot be sold to others who later change their minds on what can be built. As a new re-plat, all of the restrictions can be placed on the plat, be contained in the covenants and restrictions that are recorded with the new re-plat and be carried forward as restrictions upon the deeds.

STAFF RECOMMENDATION is for Approval of the Lot Consolidation and Subdivision requests subject to the proposed plan and voluntary Development Agreement restrictions and provisions.

Not Included (R-3)

Not Included (R-1A)

20' Alley Easement



No variances are requested from the R-1A zoning code.

R1-A zoning	Lot Types			
	A	B	C	D
Setbacks:	25'	25'	25'	25'
Front - 1st Floor:	30'	30'	30'	30'
Front - 2nd Floor:	25'	25'	25'	10' (2)
Rear - Primary Building 1st Floor:	35'	35'	35'	10' (2)
Rear - Primary Building 2nd Floor:	10'	10'	10'	10' (2)
Rear - Garage to Alley Tract/Easement (1):	9'	7.5'	7.5'	10'
Side - 1st Floor:	12.5'	12.5'	12.5'	13'

(1) All lots will have a rear garage with driveway from alley. Rear setback to garage/carport may be 10'.
 (2) Rear setbacks for properties abutting R3/R4 or permanent stormwater retention area may be 10'.

FAR calculation:
 77,046 sf = Property Size
 x .43% = Max FAR with increased setbacks stated in the above table.
 33,130 sf = Max allowable FAR for entire property
 /12 lots
 2,760 sf = Max allowable FAR per lot

Subdivision Site Plan

9/8/14

Canton Ave.

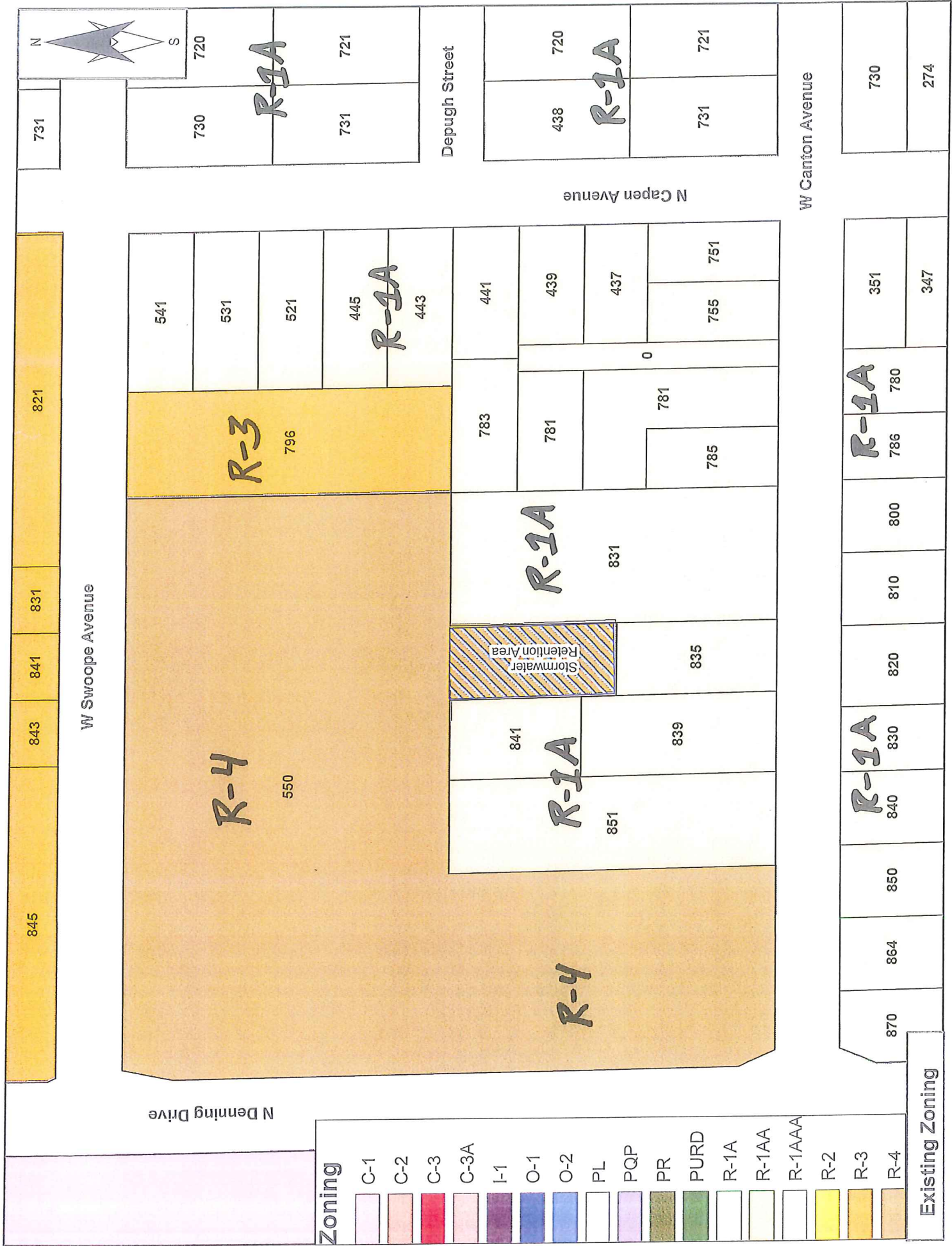
Not Included (R-1A)

Not Included (R-4)

Alley Tract

Not Included (R-1A)

Copern Ave.

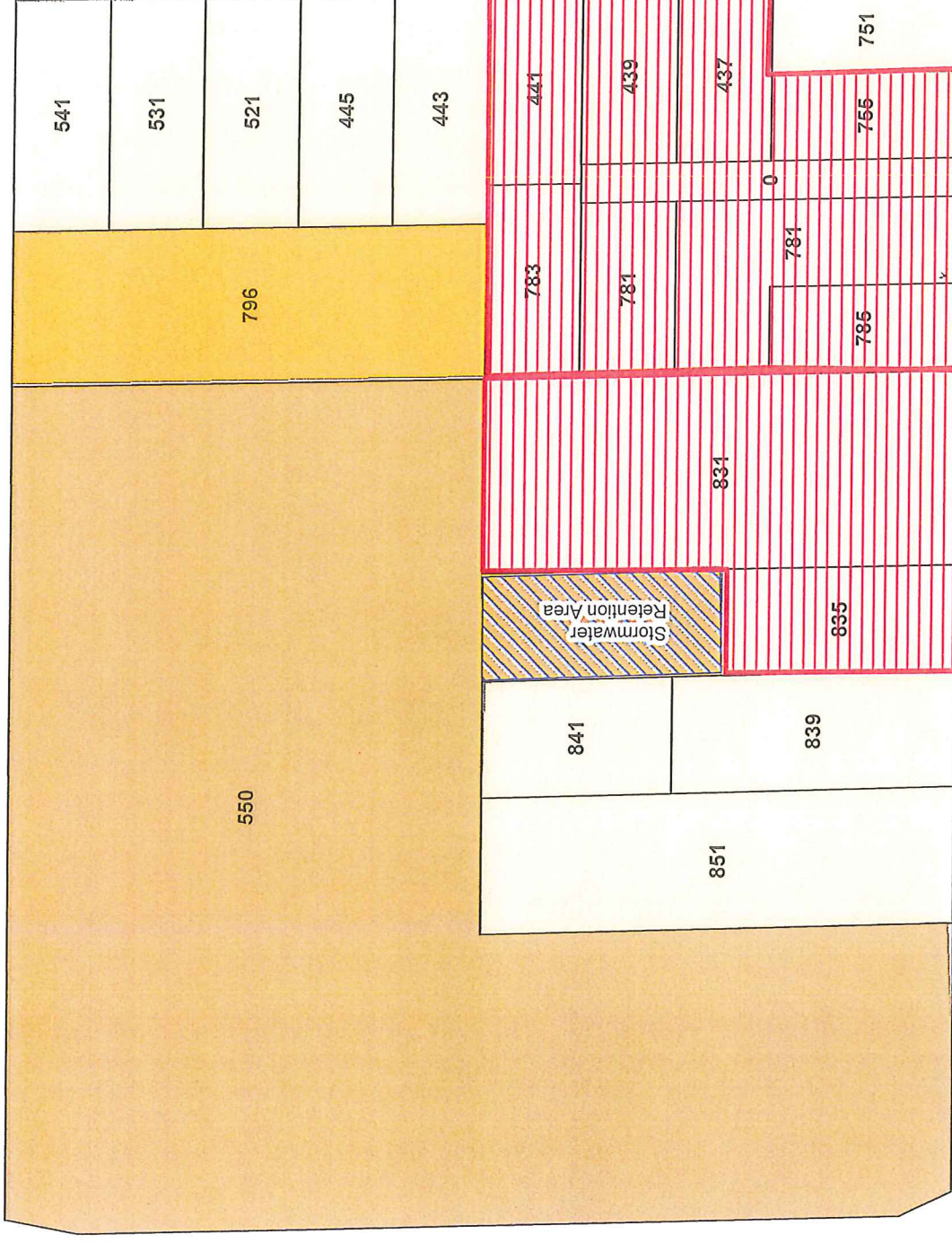


Zoning	
[Pink Box]	C-1
[Light Orange Box]	C-2
[Red Box]	C-3
[Light Pink Box]	C-3A
[Purple Box]	I-1
[Blue Box]	O-1
[Light Blue Box]	O-2
[White Box]	PL
[Light Purple Box]	PQP
[Green Box]	PR
[Light Green Box]	PURD
[White Box]	R-1A
[Light Green Box]	R-1AA
[White Box]	R-1AAA
[Yellow Box]	R-2
[Orange Box]	R-3
[Light Orange Box]	R-4

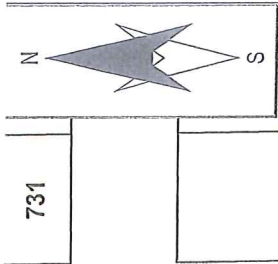
Request

845	843	841	831	821
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W Swoope Avenue



N Denning Drive



731	730	731	721
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Depugh Street

438	720	731	721
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N Capen Avenue

W Canton Avenue

870	864	850	840	830	820	810	800	786	780	351	347
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Return to: Cindy Bonham, City Clerk
City of Winter Park, Florida
401 Park Avenue South
Winter Park, Florida 32789

SUBDIVISION REPLAT AGREEMENT
(WEST CANTON AVENUE AND CAPEN AVE)

THIS SUBDIVISION REPLAT AGREEMENT (“Agreement”) is made this ___ day of _____, 2014, between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipality (“City”), whose address is City Hall, 401 Park Avenue South, Winter Park, Florida 32789, and **DENNING PARTNERS, LTD**, A Florida limited Partnership, **MORNEY PARTNERSHIP, LTD**, a Florida Limited Partnership, and **WINTER PARK REDEVELOPMENT AGENCY LTD**, a Florida Limited Partnership (“Owner”) whose addresses are Post Office Box 350 , Winter Park, Florida 32790.

RECITALS

WHEREAS, the City and Owner desire to modify the City’s Comprehensive Plan future land use designation and zoning district designation for properties on West Canton and North Capen Avenues, referred to as the “Properties”, more particularly described as:

- CAPENS REPLAT O/140 LOT 1 (LESS N 127.67 FT THEREOF) (Parcel ID 06-22-30-1170-00-011) **835 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 LOT 10 BLK C (Parcel ID 06-22-30-1168-03-100) **831 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE W 45 FT OF S 100 FT LOT 11 BLK C (Parcel ID 06-22-30-1168-03-111) **785 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE N 50 FT OF S 150 FT OF W 90 FT AND E 45 FT OF W 90 FT OF S 100 FT OF LOT 11 BLK C (Parcel ID 06-22-30-1168-03-112) **781 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE S 50 FT OF N 100 FT OF W 90 FT LOT 11 BLK C (Parcel ID 06-22-30-1168-03-113) **781 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE N 50 FT OF LOT 11 BLK C (Parcel ID 06-22-30-1168-03-114) **783 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE N 50 FT OF LOT 12 BLK C (Parcel ID 06-22-30-1168-03-122) **441 N. Capen Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE S 50 FT OF N 100 FT OF E 90 FT LOT 12 BLK C (Parcel ID 06-22-30-1168-03-124) **439 N. Capen Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE E 90 FT OF N 50 FT OF S 150 FT LOT 12 BLK C (Parcel ID 06-22-30-1168-03-121) **437 N. Capen Ave.**

- CAPENS ADDITION TO WINTER PARK A/95 THE W 45 FT OF E 90 FT OF S 100 FT LOT 12 BLK C (Parcel ID 06-22-30-1168-03-123) **755 W. Canton Ave.**
- CAPENS ADDITION TO WINTER PARK A/95 THE E 10 FT OF S 200 FT OF LOT 11 & W 10 FT OF S 200 FT OF LOT 12 BLK C (Parcel ID 06-22-30-1168-03-115) **Of Public Record Access Easement Parcel**

and,

WHEREAS, the Owner has proposed a re-subdivision and replat of the above referenced Properties which has been approved by the City Commission on October 27, 2014 and both parties wish to put of record the commitments for future redevelopment to occur within this subdivision with respect to residential density, floor area ratio and the means of implementation and enforcement thereof for the Properties as are incorporated within this Agreement, and

WHEREAS, the Owner has further voluntarily agreed to and committed to these restrictions being recorded in the public records and running with title to the land, until such time as the formal plat, covenants and restrictions and homeowners association documents are recorded in the Public Records..

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. AGREEMENT AS TO PLATTING AND RECORDING OF RESTRICTIONS:

The Owner agrees that the subdivision replat of the Properties shall be for Single Family Homes in conformance with Exhibit “A”, as approved by the City and such future construction of homes and other accessory structures shall conform the single family (R-1A) zoning regulations except for as provided for in this Agreement.

- 2. RESTRICTIONS AS TO DENSITY AND FLOOR AREA RATIO:** The Owner agrees pursuant to the subdivision approval by the City that future development on the Property will be restricted to a maximum residential density of Twelve (12) single family homes and that the cumulative maximum home sizes or floor area density (floor area ratio) shall be no more than 43% which may be spread across the cumulative land area of the land area of the replat recorded in the Public Records. However Owner and City agree that for the smallest lots of 437, 439, 441 North Capen Avenue and 755 West Canton Avenue, the floor area or gross building size shall be limited to no more than 2,475 square feet, as defined by the definition of floor area ratio within the City Zoning Code.

3. **OWNER COMMITMENTS AS TO IMPLEMENTATION:** Owner agrees pursuant to the approvals granted by the City that the restrictions and permissions as to maximum floor area ratio shall be indicated as restrictions or permissions on the subdivision plat and also contained within the provisions of the restrictions and covenants recorded with the formal plat. Owner also agrees to reference such restriction or permission on the deeds conveyed from the replat with text such as “Subject to a maximum floor area ratio of _____” as a reference for future buyers as to their abilities of improvements and additions to their homes.
4. **OWNER COMMITMENTS AS TO ARCHITECTURAL DESIGN:** Owner or Assigns agree to construct covered front porches on all homes fronting W. Canton Avenue and N. Capen Avenue. Single story open porches can extend up to 7 feet into the front building setback. Owner also agrees that all lots shall have rear entry garages with access from the alley easements or alley tract.
5. **CITY COMMITMENTS AS TO SETBACKS FROM PUBLIC ALLEY TRACT PARCEL** (Parcel ID 06-22-30-1168-03-115): The setbacks from the “alley tract” parcel as shown on Exhibit “A” may be a minimum of ten (10) feet.
6. **BINDING EFFECT:** This Agreement shall be binding upon City and the Owner and their successors and assigns in interest and all other parties acquiring any interest in the Properties, and shall inure to the benefit of the City, and shall be a covenant running with the land but shall be terminated at such time as the formal plat covenants and restrictions and homeowners association documents are recorded in the Public Records implementing these provisions.
7. **AUTHORITY:** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.
8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **SEVERABILITY:** If any provisions of this Agreement are found to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.

10. **RECITATIONS:** The Recitals are hereby incorporated as if fully set forth herein.
11. **THIRD PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than the City and Owner and has no third-party beneficiaries, except as otherwise provided herein.
12. **AMENDMENT.** This Agreement may be amended or terminated only by a written instrument executed by the parties hereto or by their respective successors in interest or assigns, and approved by the City Commission after public hearing.
13. **RECORDING.** This Agreement shall be recorded by the City, at Owner's expense, among the Public Records of Orange County, Florida. The recordation of this Agreement shall not constitute or impose any lien or encumbrance upon the title in the Properties and shall instead only constitute record notice of governmental regulations which govern the development and use of the Property.
14. **SUBORDINATION/JOINDER.** Unless otherwise agreed to by the City, all liens, mortgages and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the lienholder must join in this Agreement. It shall be the responsibility of the Owner to promptly obtain the said subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of this Agreement.
15. **NOTICES:** Any notices required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written notification of receipt; or (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notices shall be addressed to the parties identified below, unless otherwise changed by proper notice to the respective parties.

OWNER:

Denning Partners, Ltd, a Florida Limited Partnership
Post Office Box 350
Winter Park, Florida 32790
Attn: Daniel B. Bellows

Morney Partnership, Ltd, a Florida Limited Partnership
Post Office Box 350
Winter Park, Florida 32790

Attn: Daniel B. Bellows

Winter Park Redevelopment Agency, Ltd, a Florida Limited Partnership
Post Office Box 350
Winter Park, Florida 32790

CITY:

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

16. **SPECIFIC PERFORMANCE:** The parties hereto shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

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

Signed, sealed and delivered
in the presence of :

CITY OF WINTER PARK, FLORIDA
a municipal corporation

Signature

By: _____
Kenneth W. Bradley, Mayor

Print Name

ATTEST:

Signature

By: _____
Cynthia S. Bonham, City Clerk

Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of September, 2014, by Kenneth W. Bradley as Mayor of the City of Winter Park, who is personally known to me or has produced _____ (type of identification) as identification and he acknowledged that he executed the above document for the City.

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of

Notary Public

Denning Partnership, Ltd
a Florida limited partnership

Signature

By: _____
Daniel B. Bellows, President

Print Name

Date: _____

Signature

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of September, 2014, by Daniel B. Bellows, President of The New England Ave Development Company, a Florida corporation, the general partner for Denning Partners, Ltd, a Florida limited partnership, who is personally known to me or has produced _____ (type of identification) as identification

Notary Public, State of Florida

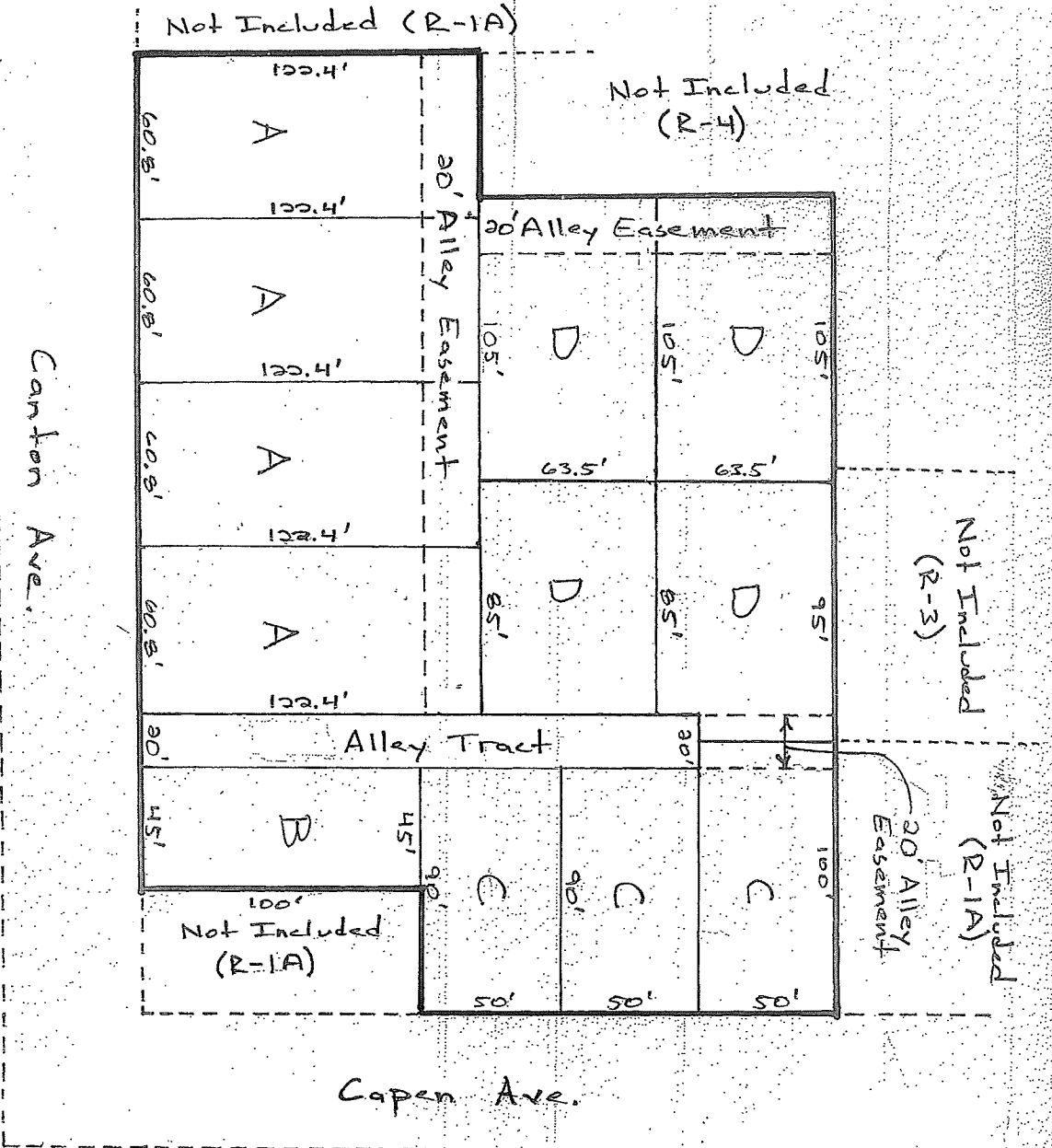
Print, Type or Stamp Commissioned Name of
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of September, 2014, by Daniel B. Bellows, President of The Winter Park Redevelopment Management Company, a Florida corporation, the general partner for The Winter Park Redevelopment Agency, Ltd, a Florida limited partnership and Morney Partnership, Ltd a Florida Limited Partnership, who is personally known to me or has produced _____ (type of identification) as identification

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of
Notary Public



No variances are requested from the R-1A zoning code.

R-1A zoning	Lot Types			
	A	B	C	D
Setbacks:	25'	25'	25'	25'
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Rear - Garage to Alley Tract/Easement (1):	9'	7.5'	7.5'	10'
Side - 1st Floor:	12.5'	12.5'	12.5'	13'
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- (2) Rear setbacks for properties abutting R3/R4 or permanent stormwater retention area may be 10'.

FAR calculation:
 77,046 sf = Property Size
 x 4.33% = Max FAR with increased setbacks stated in the above table.
 33,130 sf = Max allowable FAR for entire property
 /12.015
 2,760 sf = Max allowable FAR per lot

Subdivision Site Plan

9/8/14

**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
October 7, 2014**

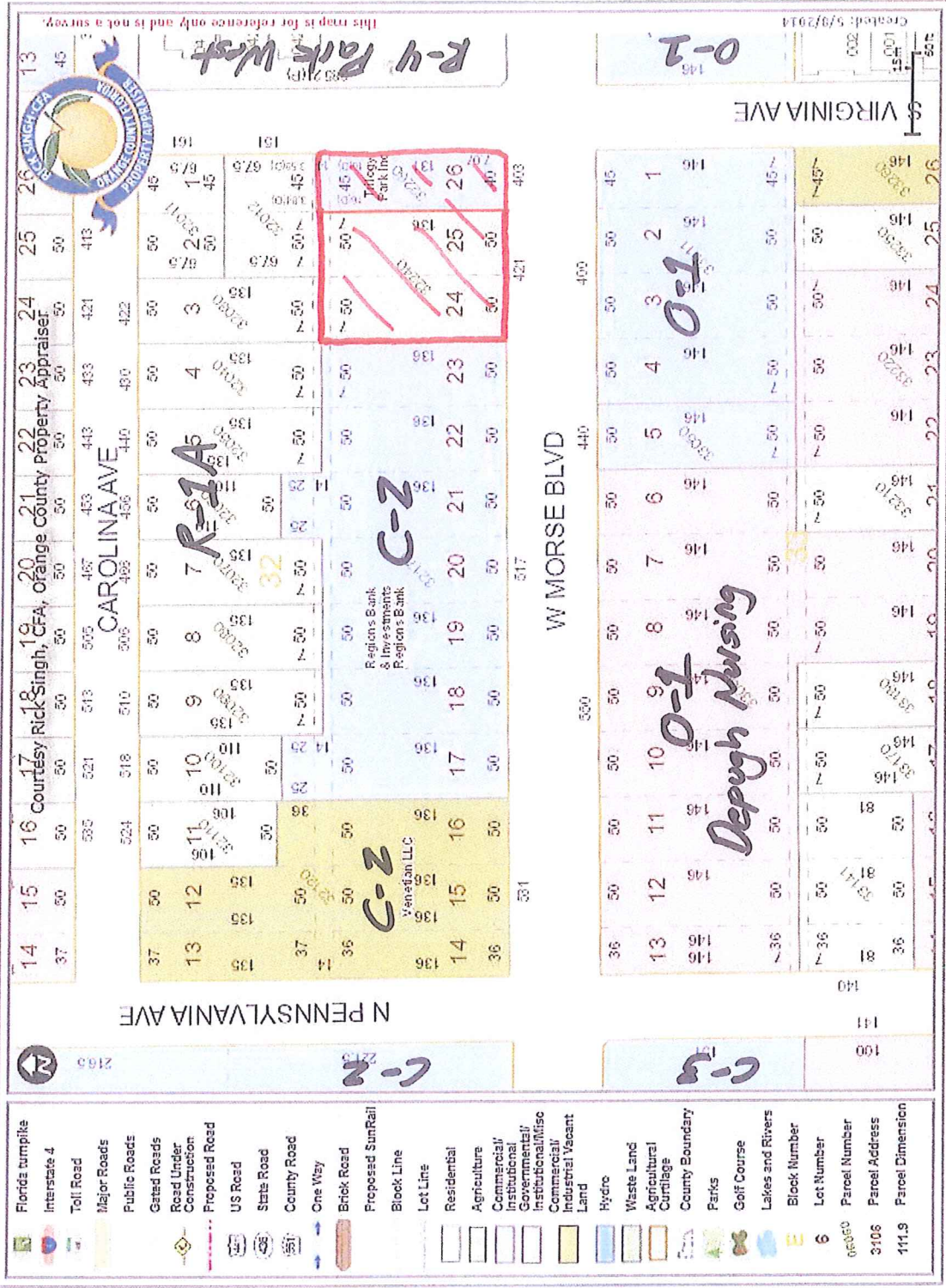
REQUEST OF PHIL KEAN DESIGN GROUP TO: REVISE THE SITE PLAN FOR THE TOWNHOUSE PROJECT AT 403 AND 421 WEST MORSE BOULEVARD.

On June 3, 2014 the Planning Board voted unanimously to recommend approval of a proposed eight unit townhouse project at 403 & 421 W. Morse Boulevard. On June 23, 2014 the City Commission approved that project with the condition, as recommended by P&Z, that the existing live oak tree on the north property line be preserved.

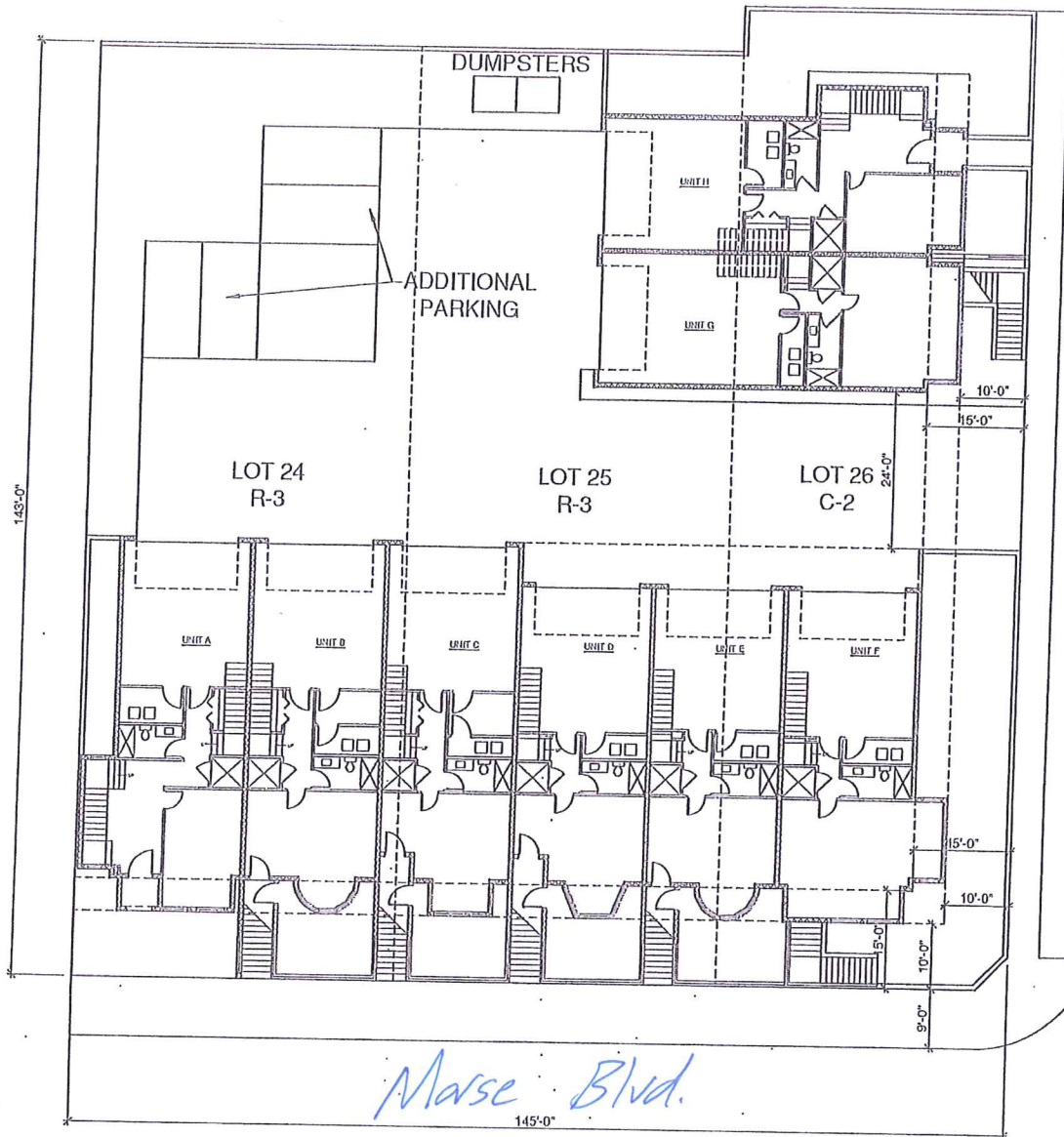
The developers then had the live oak tree surveyed including the extent of the canopy and consulted with the City's Chief of Forestry, Dru Dennison. The conclusion was that the original site plan with two units fronting on Virginia Avenue could not be built as presented without significant damage to the live oak tree and its canopy. As a result, the site plan has been revised by moving one of those townhouse units back into the northwest corner of the site. This then provides the space and separation from the live oak tree needed for its preservation and protection. Attached are the original site plan and the revised site plan.

The only issue is that by relocating the townhouse unit, it now occupies land originally intended for visitor parking. The parking requirement is 2.5 spaces for each unit. Each townhouse has a two car garage but based on the eight units, there are four visitor spaces needed. The revised site plan has room for only two visitor spaces. Thus, the developers are asking for approval of the revised site plan and a variance for the two visitor parking spaces based upon the hardship or special conditions and circumstances caused by preserved the existing live oak tree. Staff notes that in this location there is ample on-street visitor parking available.

PLANNING AND FORESTRY STAFF RECOMMENDATION IS FOR APPROVAL of the revised site plan as necessary for the preservation and protection of the existing live oak tree.



Original Site Plan - Approved June, 2014



Virginia Avenue

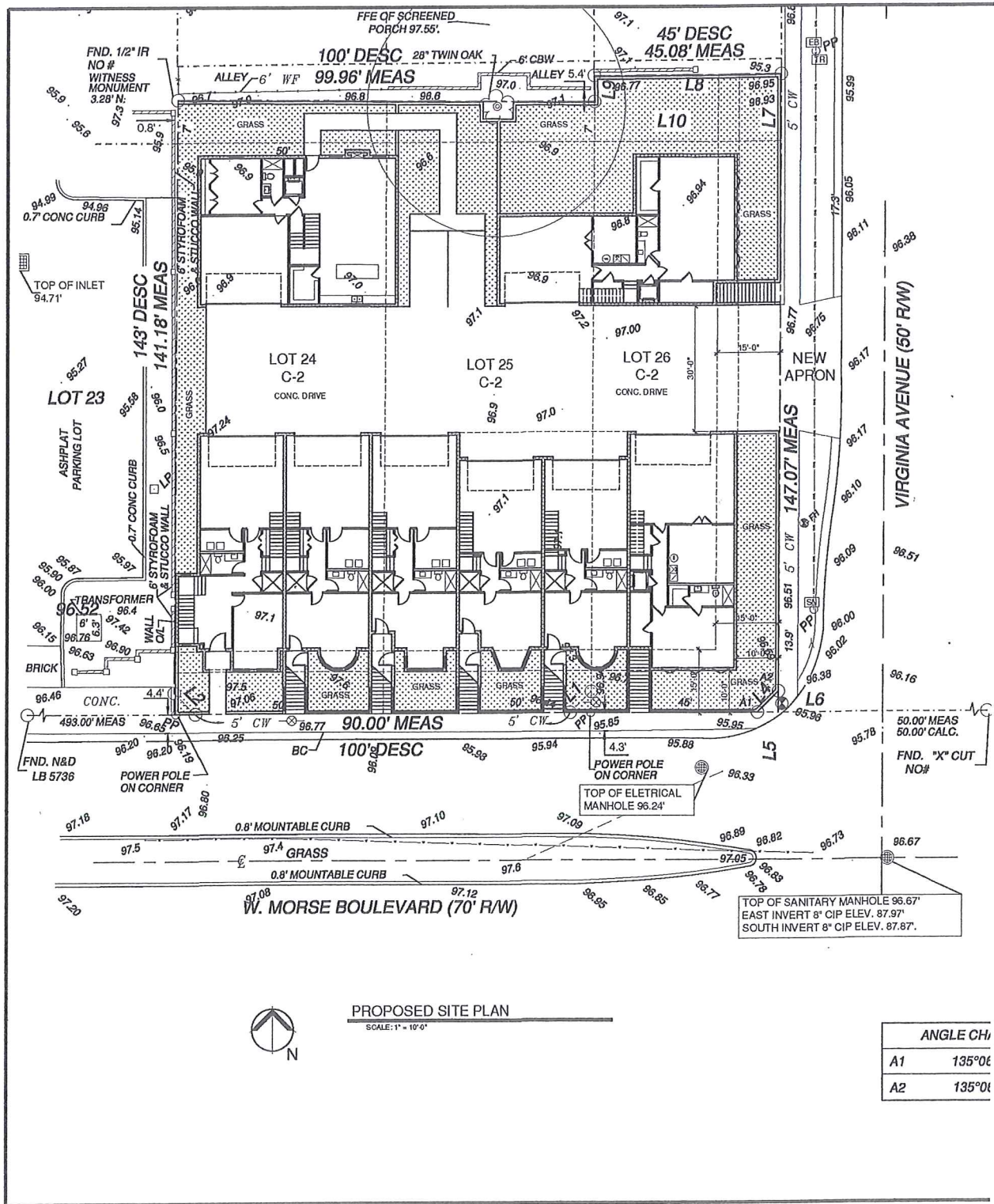
Morse Blvd.



PROPOSED SITE PLAN

SCALE: 1" = 10'-0"

Revised Site Plan - October, 2014



Planning and Zoning Board minutes – June 3, 2014

REQUEST OF PHIL KEAN DESIGN GROUP FOR: AN ORDINANCE AMENDING THE "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS CHANGE THE FUTURE LAND USE MAP DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS DISTRICT ON THE PROPERTY AT 421 W. MORSE BOULEVARD.

REQUEST OF PHIL KEAN DESIGN GROUP FOR: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP SO AS CHANGE THE EXISTING ZONING DESIGNATION OF MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT TO COMMERCIAL (C-2) DISTRICT ON THE PROPERTY AT 421 W. MORSE BOULEVARD.

REQUEST OF PHIL KEAN DESIGN GROUP FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE PROPERTIES AT 403 AND 421 WEST MORSE BOULEVARD, ZONED C-2, INTO EIGHT, THREE STORY RESIDENTIAL UNITS WITH A TOTAL PROJECT SIZE OF 28,964 SQUARE FEET.

Mr. Briggs presented the staff report and explained that the applicant, the Phil Kean Design Group, has a contract to purchase (contingent upon rezoning) the two properties, 403 & 421 W. Morse Boulevard, located on the northwest corner of Morse Boulevard and Virginia Avenue. He said that both buildings are proposed to be demolished for redevelopment of this combined property into eight "Brownstone" townhouses. He explained that the applicant is seeking a change to the Comprehensive Plan future land use and zoning for 421 W. Morse property to Central Business District and C-2 zoning. In addition, the applicant requests conditional use approval to build the three-story residential townhouse project of eight units comprising a total project size of 28,924 square feet. The project is a Conditional Use because it has a building over 10,000 square feet and because any three-story building in the C-2 zoning requires Conditional use approval. Mr. Briggs discussed the property history with regard to zoning and the CRA plan, and the project development standard parameters. He said that from staff's perspective, the proposed changes to the Comp. Plan FLU and Zoning are consistent with designations on the north side of the block. He said that staff feels that there is a great market desire for residential units within close proximity to Park Avenue. The layout allows these units to be sold as fee simple units subject to a Homeowners Association for the common elements. The development plan presented to the City does not fully utilize all of the development potential of the CBD land use and C-2 zoning code. He said that staff feels that this will be a quality architectural product that fits within the context of the surrounding area. Mr. Briggs added that no variances are requested by the applicant for this redevelopment. Last, he said that the adjacent property owner (Joe Terranova) pointed out that there is an existing beautiful live oak tree in the area where the dumpster is shown on the proposed plan. He said that staff recommends that the applicant work to save the tree. Staff recommended approval of the request for Central Business District FLU and C-2 Zoning for 421 W. Morse Blvd., and approval of the Conditional Use for the three story, eight unit townhouse project, with the condition that the applicant preserve the live oak. Mr. Briggs responded to Board member questions and concerns.

Jim Lucia, Phil Kean Design Group, 912 West Fairbanks Avenue, stated that he agrees with the staff report. He said that they were aware of the tree on the property, and will that they have ensured that there is enough flexibility in to plan to accommodate saving the tree. He presented a 3D fly-around of the proposed project. He said that massing has been setback further than is required by the Code. He said that he feels that the proposed project is totally appropriate and will be an asset to Morse Boulevard. He noted that the plans will be refined as the project progresses. Mr. Lucia responded to Board member questions and concerns.

The Board received public comments from the following:

Joe Terranova, 151 North Virginia Avenue, stated that he supports the project. He stated that his main concern is the large live oak tree that sits on the property line. He added that he feels that protection of the tree should be incorporated into the approval of the project.

Lurline Fletcher, 811 English Court, spoke her concerns for the amount of requested rezonings and comprehensive plan amendments in the West Side neighborhood. She said that although the project will be residential development, she does not feel that the look is compatible with the existing residential neighborhood.

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

Mr. Gottfried and Mrs. DeCiccio expressed some concern with regard to the "look" of brownstones and fitting in with the surrounding neighborhood but agreed that the use of the property for townhomes and the proposed rezoning was a positive redevelopment. Mr. Slocum asked about the unbroken row of thirteen steps down from each unit and asked the applicant to consider breaking that run of stairs with a landing, as they have done on some of the units. Mr. Weldon stated that he feels that the project is compatible with the surrounding neighborhood because of what exists in the immediate surrounding neighborhood with a large four story multi-family building to the east and offices to the west and south. Other members voiced support for the request.

Motion made by Mr. Weldon, seconded by Mr. Gottfried to approve amending the "comprehensive plan" future land use map so as change the future land use map designation of commercial to central business district on the property at 421 West Morse Boulevard. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Sacha to approve amending the official zoning map so as change the existing zoning designation of Multi-Family (R-3) District to Commercial (C-2) district on the property at 421 W. Morse Boulevard. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Gottfried to conditional use approval to redevelop the properties at 403 and 421 West Morse Boulevard, zoned C-2, into eight, three-story residential units with a total project size of 28,964 square feet with the condition that the live oak tree on the northern property line be preserved. Motion carried unanimously with a 7-0 vote.

**CITY OF WINTER PARK
PLANNING AND ZONING BOARD**

**Staff Report
October 7, 2014**

**REQUEST OF THE CITY COMMISSION TO STUDY PARKING
CODES FOR RETAIL STORES, SHOPPING CENTERS AND
RESTAURANTS.**

The City Commission has asked the Planning and Zoning Board to examine and make a recommendation for any suggested changes to our parking codes for retail stores, shopping centers and restaurants. This is partly in response to the Trader Joe's project and generally the parking needs of restaurants across the City.

Attached is a matrix of parking codes of some other cities/counties in Florida with their respective parking standards. Based on those comparisons and discussions with developers and restaurant corporate staff, the staff offers the following observations:

Retail Stores and Shopping Centers: The City's parking code of one space for each 250 square feet of gross building area or 4 per 1,000 s.f. compares favorably with other cities and counties. Generally it also works well in practice. Except for this unique Trader Joe's scenario there have been no issues over the years with this amount of parking. The corporate goal for supermarket chains is often between 4.5 to 5.0 spaces per 1,000 because they want to accommodate the Thanksgiving and Christmas crowds. However, the 4 per 1,000 s.f. has worked adequately for the two Publix locations on Orlando Avenue and is the criteria to be applied for the proposed new Whole Foods store. That criteria also worked for the Winn-Dixie when it was located in the K-Mart Center. The Publix on Aloma Avenue is under-parked (was annexed decades ago) at 3 per 1,000 s.f. but manages with some inconvenience for customers.

We have a unique scenario with Trader Joe's with its' cult following in that this is the only store serving the 1.5 million people in the Orlando metropolitan area. When the second Trader Joe's store opens on February 15th on Sand Lake Road that should help to some degree. Up until this Trader Joe's experience the City's parking code of 4 per 1,000 has worked for every other retail store and every other grocery store chain.

Restaurants: There are two national trends working that have increased the needs for restaurant parking. First the number of meals that Americans eat at restaurants versus at home is at an all-time high and the trend continues. There also are increased staffing levels working within these restaurants. Generally the parking codes have not kept up with these trends as most cities/counties have the traditional one per 4 seats or are somewhat updated as Winter Park did in 2009 to one per 3 seats.

The staff has talked to restaurant corporate staff involved in new restaurant location and design. The key to these discussions is the term "access" to parking. The corporate standards include "access" to a minimum number of parking spaces but that may be all onsite for a stand-alone property or it may be satisfied if there is on-street parking available. If the location is in a shopping center then "access" may include dual use with other tenants. Generally the consensus is one space for each two seats:

Glenn Viers - Hillstone Corp. – Need one per two seats on a property unless in a shopping center or if valet can accommodate one per 2 seats.

Denny Rouse – Ruth Chris Restaurants – Every location offers valet parking but they must have a minimum of 125 parking spaces for their typical 250 seat restaurant.

John Rivers – 4 Rivers Restaurants – Their locations range from one per 1 seat to 1 per 3 seats but on average are 1 per 2 seats.

Diane Nelson – Bloomin Brands (Outback, Bonefish and Carrabas) – The corporate standard is one per 2 seats unless within a shopping center with shared parking.

This information from the corporate viewpoint would support increasing the parking requirement for restaurants. However, the practical effect of increasing the parking standard for restaurants will be to limit the number of new future restaurants that can operate within the City. In some locations that that seem over-parked already this might be beneficial but in locations such as West Fairbanks Avenue where such redevelopment is desired, the effect may be counterproductive.

The City has a number of restaurants outside of the CBD/Hannibal Square that operate successfully at parking codes of 1 per 4 seats or less. The key is off-site parking either on adjacent properties, nearby streets or locations in shopping centers. These include Cask and Larder, Fiddlers Green, Keke's, The Porch, Ravenous Pig, Marlow's, Carmel Cafe and others. All of the restaurants within the Winter Park Village were built to the one per 4 seat standard. All of the restaurants in the Aloma shopping centers (Outback, Giovanni's, Tijuana Flats, Tibby's, etc.) were permitted based on one per 4 seats.

In 2009, when the City changed the parking code to one per 3 seats that standard matched the most restrictive parking requirements in the State. Now we learn that the corporate business models often require more parking than the City Code but they also make allowances for off-site parking, valet parking or locations in shopping centers.

The trend of more restaurants desiring to be located in Winter Park will continue. The success of the existing restaurants in Winter Park, which is common knowledge in the industry, leads others to want to locate in the City just as every Bank seems to desire a Winter Park location. Property owners and developers want restaurant tenants since they have the highest number of customers, highest gross revenues and can thus pay the highest rents.

Parking Code Comparisons

	Population	Retail Sales	Restaurants & Lounges	Shopping Centers
Maitland	16,464	1 space per 100 SF nonstorage	1 spacer per 3 seats, plus 1 per 2 employees	1 space per 200 GSF
Naples	20,537	1 space per 300 GSF	1space per 100 GSF + outdoor dining	5.5 spaces per 1,000 GSF
Venice	21,253	1 space per 300 SF of non-storage area	1 space per 3 seats	5 spaces per 1,000 SF
Deland	28,237	3 spaces per 300 SF of net area, 1 space per each additional 250 SF	1 space per 75 net floor area up to 6,000 SF plus 1 space per 55 net floor area above 6,000 net SF	N/A
Winter Park	29,203	1 per 250 sf GFA	1 space per 50 sf of patron space or 1 space per 3 seats (whichever is greater).	N/A
Winter Garden	37,711	3 spaces per 1000 GSF	1 space per 4 seats and 1 space per 3 employees	N/A
Altamonte Springs	42,150	1 space per 200 GSF	1 space per 100 GSF	1 space per 200 GSF
Sarasota	53,326	1 space per 250 SF	1 space per 150SF	1 space per 250 GSF of leasable space
Lakeland	100,710	1 space per 300 GSF	1 space per 4 seats plus 1 for each 2 employees	1 per 200 GSF excluding indoor common areas (100,000 to 400,00 GSF)
West Palm Beach	102,436	1 per 250 sf	1 space per 100 GSF	N/A

Parking Code Comparisons

	Population	Retail Sales	Restaurants & Lounges	Shopping Centers
Winter Park	29,203	1 per 250 sf GFA	1 space per 50 sf of patron space or 1 space per 3 seats (whichever is greater).	N/A
Orlando	255,483	<4,000 sf GFA = 2.5 per 1,000 sf GFA, 4,000 - 400,000 sf GFA = 2.5 per 1,000, 400,001 - 600,000 sf GFA = 3 per 1,000 sf GFA, >600,000 sf GFA = 3.5 per 1,000 sf GFA	5 per 1,000 GFA	<4,000 sf GFA = 2.5 per 1,000 sf GFA, 4,000 - 400,000 sf GFA = 2.5 per 1,000, 400,001 - 600,000 sf GFA = 3 per 1,000 sf GFA, >600,000 sf GFA = 3.5 per 1,000 sf GFA
Collier County	339,642	1 per 250 SF of retail area plus 1 per 500 SF of indoor or outdoor storage area	1 per 60 SF of public area including outdoors or 1 per 2 seats	1 space per 250 SF up to 400,000 GSF or less w/o theaters. 1 space per 250 SF for all others. 20% max restaurant s unless add' l. parking provided.
Orange County	1,225,267	1 space per 300 SF of GFA, however no less than 3 spaces	1 space per 4 seats, plus 1 space per 75 sf of floor are for patron use which does not contain fixed seats, no less than 4 spaces provided on site	Up to 50,000 sf GFA = 5.5 spaces per 1,000 sf GFA, no less than 5 spaces