407-599-3324 • planning@cityofwinterpark.org cityofwinterpark.org

Planning & Community Development

# Planning & Zoning Board Staff Report for August 6, 2019 Meeting

<u>SUB #19-05 Request of Rex-Tibbs Construction for:</u> Subdivision or lot split approval to divide the property at 2700 Wright Avenue, zoned R-1A, into two lots with 65 and 69.41 feet of frontage on the street and lot sizes of 10,129 and 10,816 square feet of land area for each lot. Variances are requested for the proposed lot widths. The applicant is proposing to preserve and dedicate to the city, a permanent easement for the preservation of the three live oak trees to be located in the rear yards of the new lots.

## **Background**

Rex-Tibbs Development and Construction LLC (contract purchaser) is requesting lot split approval to divide the property at 2700 Wright Avenue into two single-family lots. The property is currently occupied by a single-family home that will be demolished. The zoning of this property is R-1A. The lots are proposed to be split in the north/south direction with 65 and 69.41 feet of lot frontage along Wright Avenue and will be 10,129 and 10,816 square feet. The lot areas meet the minimum requirements for R-1A, but variances are requested for both of the lot widths in lieu of the minimum 75 feet of frontage for interior lots and 85 feet of frontage for corner lots. As a result, the compromise offered by the applicant is the commitment in the form of a permanent easement to preserve the three existing live oaks in the rear (southern) portion of this lot, if the variance is granted.

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 'Lot Conformance to Subdivision Code Test' which is conformance to the neighborhood character. The applicable policies governing lot splits are on the following page.

# **Zoning Test**

This existing property has 134 feet of frontage on Wright Avenue and 155 feet of frontage on Winter Park Road, and measures approximately 20,938 square feet in size. The applicant is proposing to split the lot north/south and will front along Wright Avenue. The subdivided lots are proposed to have 65 or 69.41 feet of frontage and will be 10,129 and 10,816 square feet in size. The R-1A zoning requires a minimum of 75 feet of frontage for interior lots and 85 feet of frontage for corner lots, and a minimum of 8,500 square feet of land area. Thus, this request does not meet the R-1A lot frontage standards, and variances are requested. Below is a table summarizing this request in comparison to the R-1A lot requirements. Items in bold indicate a variance request as part of this site plan review.

Table 1:

	R-1A Zoning	Proposed East Lot	Proposed West Lot
Lot Size	8,500 square feet	10,129 square feet	10,816 square feet
Lot Width	75 feet	65 feet	69.41 feet

Note: Items in bold indicate a variance request.

It is important to note that with the 156 feet of frontage along Winter Park Road, if the applicant were to split the lot east/west to front along Winter Park Road, the only variance needed would be for the extra 5 feet of width required for a corner lot. However, while this would be less of a variance request, splitting the lot in this direction would not allow the applicant to save the tree healthy oak trees that make this lot special.

## Lot Conformance to Subdivision Code Test

The practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard lot sizes. The Subdivision Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those with the same zoning designation.

There are 53 homes within this neighborhood with the same R-1A zoning (see attached map). The average lot width is 73.6 feet, and the median lot width is 71.4 feet. The average lot area from this 53-home survey is 11,528 square feet, and the median lot area is 9,714 square feet. Thus, the proposed lot widths of 65 and 69.41 feet are four to eight and a half feet shorter than the neighborhood average, and the lot areas are approximately 700-1,400 square feet less than the existing neighborhood average. However, the proposed lot areas are greater than the neighborhood median.

Of the 53 lots, only 18 lots (34%) conform to the code width requirements of R-1A, and 35 lots (66%) have lot widths less than the code requires. A majority of the neighborhood has lot widths of 50 to 71 feet in width. Therefore, the proposed lot frontages of 65 and 69.41 feet, although short of the 75-foot minimum for R-1A zoning, compare favorably to a majority of the homes in the neighborhood.

## **Permanent Tree Easement**

In recognition of the variance request, the compromise offered by the applicant is the commitment in the form of a permanent easement to preserve the three existing live oaks in the rear (southern) portion of this lot, if the variance is granted. Attached is the proposed development agreement for this easement. These three healthy oak trees are located on the southern portion of the property and measure 45 inches, 40 inches, and 50 inches in diameter.

## **Development Plans**

The applicant has provided conceptual front elevations for the type of homes that they plan to build, and conceptual site plans for the layout of the proposed new homes (attached). The applicant will comply with the normal single-family development standards, setbacks, etc.

Lot split requests like these give the City an opportunity to provide input to the developers to encourage variety and character in their design to enhance our single-family neighborhoods. As mentioned, the applicant provided generalized front elevations of the types of homes they plan to build, which depict two slightly different architectural elevations for the homes. Staff suggests that the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

## **Summary**

This would be a simple request if the applicants were asking to divide this property with a 75 foot lot and 81 foot lot on Winter Park Road. While it is not a custom of the planning staff to recommend approval of lot splits with variances, the minor shortfall of four feet would be de minimis. The result however, would be the destruction of three large healthy specimen live oak trees. So while the frontages variances are greater dividing the property so that the lots front on Wright Avenue, the applicant agreement is to commit through a permanent tree easement to save these three significant specimen live oak trees as an important and valuable concession to the variance request. Based on this concession and the fact that this request compares favorably to a majority of the neighborhood, staff feels that the variance requests are acceptable.

Staff recommendation is for approval with two conditions:

- 1. That the applicant enter into a tree preservation agreement with the City to preserve the three live oaks in the rear of the split lots.
- 2. That the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

#### **RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family & Low Density Multi-Family Property.** The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet adopted subdivision regulations. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

**Policy 1-6.3.1: Protect Trees.** The City shall promote the proliferation and preservation of trees throughout the City, minimize the removal of protected trees, and require compensation and replanting for the loss of protected trees in various stages of maturity on public and private property in order to preserve the quality of life in the City well into the future.

**Policy 5-2.7.2: Tree Protection from Development Activities.** The City shall protect and conserve specimen and other significant trees from destruction by development activities through the site development process.

### ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS

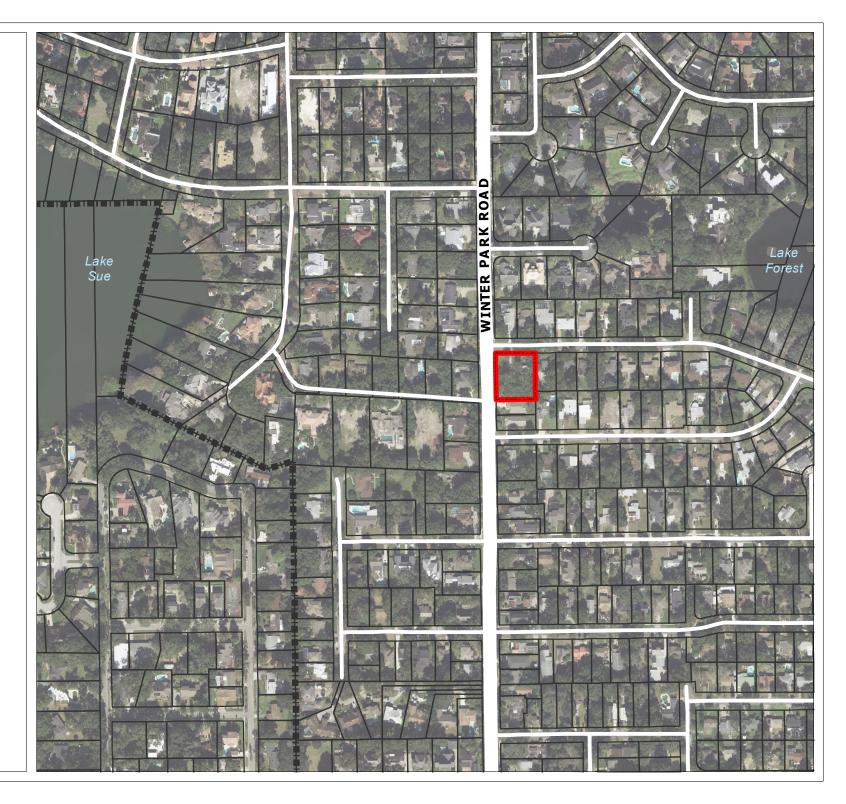
## **Sec. 58-377. - Conformance to the comprehensive plan.**

- (a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.
- (b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.
- (c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.
- (d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.



# LOCATION MAP 2700 Wright Avenue

City of Winter Park Florida







# LOT CONFORMANCE TO SUBDIVISION CODE TEST

# 2700 Wright Avenue

City of Winter Park Florida

### **LEGEND**

Subject Site (zoned R-1A)

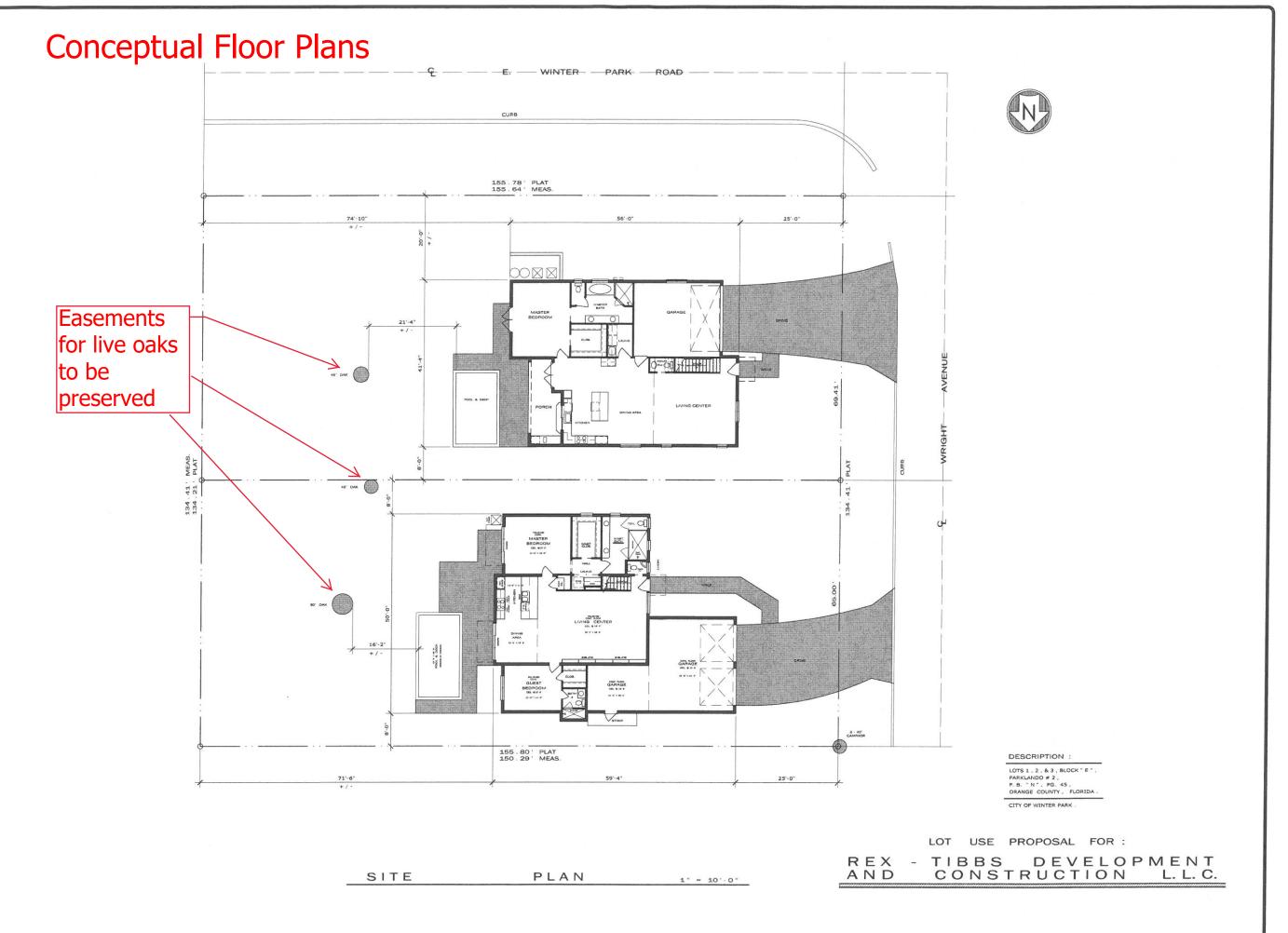
Lots within 500' with the same R-1A zoning (53 total)

### **NOTES**

Average Lot Width = 73.6 ft Median Lot Width = 71.4 ft Average Lot Size = 11,528 sq ft Median Lot Size = 9,714 sq ft







REVISIONS	BY
ENGINEERING	



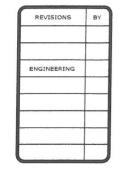
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#### THIS INSTRUMENT SHOULD BE RETURNED TO:

Jeffrey Briggs, City of Winter Park 401 Park Avenue Winter Park, FL 32789 (407) 599-3440

# WRIGHT AVENUE LIVE OAK TREE AGREEMENT

(2700 Wright Avenue)

THIS WRIGHT AVENUE LIVE OAK TREE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2019 by and between Rex-Tibbs Development & Construction LLC, whose mailing address is 181 Circle Drive, Maitland, Fl. 32751 (hereinafter referred to as the "Owners") and the CITY OF WINTER PARK, a Florida municipal corporation, whose mailing address is 401 Park Avenue, Winter Park, FL 32789, Attention: City Manager (hereinafter referred to as the "City").

## WITNESSETH:

**WHEREAS**, the Owners owns fee simple title to certain lands located in Orange County, Florida, and within the corporate limits of the City of Winter Park, Florida, namely 2700 Wright Avenue, comprised of Lots 1, 2 & 3, Block E, Parklando Number 2 subdivision as recorded in Plat Book "N", Page 45 and being also identified with Property Tax ID# 18-22-30-6702-05-010 in the Records of Orange County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, the Owners have received a subdivision or lot split approval from the City of Winter Park and have voluntarily agreed to a condition of approval that commits to the preservation of the three existing live oak trees on the southern portion of this property, and the City views the preservation of these three existing live oak trees on the Property to be of paramount importance and,

**WHEREAS,** the Owners recognize that the size of the Property and the location of the three existing live oak trees would not inhibit a future owner from developing the Property with a new single family home or making improvements to an existing single family home without needing to remove the aforementioned existing live oak trees and,

**WHEREAS**, the Owners plans for the redevelopment of this Property are to occur in a manner that preserves the three existing live oak trees on the southern portion of the Property provided that such trees remain in good health and condition based upon the judgement of the City and is willing to voluntarily to impose restrictions upon the Property for this purpose that will run with title to the land to affect future owners and.

**WHEREAS,** the Owners concur that it is in the best interest of the City, surrounding property owners, the Owners, and future owners of the Property, to subject the Property to this binding Live Oak Tree Agreement which shall run with the land and bind the Owners' successors and assigns; and,

- **NOW, THEREFORE**, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- **Section 1.** Recitals. The above recitals are true and correct and incorporated herein by this reference.
  - **Section 2.** Development of the Property and Preservation of the existing Live Oak Trees.
- A. The Owners hereby agrees that the City may deny applications for tree removal permits for the three existing live oak trees on the subject Property as long as such trees are in good health and condition in the judgement of the City. This authority is deemed to be in addition to any authority of the City under tree protection ordinances and regulations that the City may have. In addition, the Owners agree that no buildings, structures, pavements, patios, swimming pools, spas or other construction shall be allowed to occur within a twenty (20) foot radius of the base of each of the three existing live oak trees, unless approved by the City.
- B. The Owners hereby agrees that this authority granted to the City shall also extent to and apply to the major limb portions of the existing three live oak trees within forty (40) foot radius of the base of each of these three live oak trees on the subject Property. The City shall have the same authority as expressed in subsection A, above to deny permits and prohibit the removal of major live oak tree limbs except when an owner demonstrates to the satisfaction of the City that the removal of a live oak tree limb is necessary and essential for the redevelopment of the subject Property and will not compromise the health and survival of the live oak tree.
- <u>Section 3.</u> <u>No Permit.</u> This Agreement shall not be construed as a development permit, nor authorization to commence development, nor shall it relieve the Owner of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement.
- <u>Section 4.</u> <u>Notice</u>. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (1) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.
- <u>Section 5.</u> <u>Covenant Running with the Land</u>. This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.
- <u>Section 6.</u> <u>Recordation of Agreement</u>. The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of the Owner, execute and deliver letters affirming the status of this Agreement.

- <u>Section 7.</u> <u>Applicable Law.</u> This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Nothing is State Law shall be construed to override or circumvent this Agreement, as this Agreement is entered into voluntarily by both parties.
- <u>Section 8.</u> <u>Time of the Essence</u>. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
- **Section 9. Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
- <u>Section 10.</u> <u>Further Documentation</u>. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.
- <u>Section 11.</u> <u>Specific Performance</u>. Both the City and the Owners shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.
- Section 12. Attorneys' Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment (collectively, "Attorneys' Fees)
- <u>Section 13.</u> <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- <u>Section 14.</u> <u>Captions</u>. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- <u>Section 15.</u> <u>Severability</u>. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.
- **Section 16. Effective Date**. The Effective Date of this Agreement shall be the day and year first above written.
- **IN WITNESS WHEREOF**, the Owner and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Signed, sealed and delivered in the presence of	OWNERS: Rex-Tibbs Development & Construction LLC
Print Name	By:
	Name:
Print Name	By:
	Name:
STATE OF FLORIDA	
COUNTY OF	
identification, and that he acknowledged exwitnesses, freely and voluntarily, for the use	as secuting the same in the presence of two subscribing es and purposes therein expressed.  eal in the County and State last aforesaid this
	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seal):  My Commission Expires (if not legible on seal):
	CITY:
Signed, sealed and delivered in the presence	

10168644-5

# CITY OF WINTER PARK, FLORIDA

Print Name:	By: Steve Leary, Mayor
	Attest: City Clerk
Print Name:	(SEAL)
STATE OF FLORIDA COUNTY OF ORANGE	
State and County aforesaid to take acknown cranis, personally known to me to be the <b>WINTER PARK, FLORIDA</b> and that	this day, before me, an officer duly authorized in the owledgments, personally appeared Steve Leary and Rene he Mayor and City Clerk, respectively, of the CITY OF they severally acknowledged executing the same in the reely and voluntarily under authority duly vested in them
witness my hand and official day of, 2019.	l seal in the County and State last aforesaid this
	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seel):

401 South Park Avenue • Winter Park, Florida 32789

407-599-3324 • planning@cityofwinterpark.org cityofwinterpark.org

Planning & Community Development

# Planning & Zoning Board Staff Report for August 4, 2019 Meeting

ZTA#19-01 Request of the City of Winter Park for: An Ordinance amending Article IV of Chapter 58 of the Land Development Code concerning sign regulations; providing for revised regulations relating to temporary signage; amendments to definitions; modifications for signage in C-2 zoning locations; and clarifying types of prohibited signs.

# **Background:**

This public hearing is to consider an Ordinance to amend the City Sign Code to revise the regulations and allowances for certain signs. Part of the objective is to update the regulations based on current law and make the regulations for temporary signs uniform. It also updates some Sign Code regulations based on direction from the City Commission and observations by staff. A summary of the changes are as follows:

- 1. The Ordinance revises the sizes of political campaign signs on residential properties to a standard four (4) square feet used in other jurisdictions so that state and national campaign signs are not oversized when used in the City, based on our current two (2) square foot limitation. Four square feet then would be the standard real estate and political signage size, and county-wide, state or national candidates do not need specialty sized signs to be ordered for the City.
- 2. It also removes the 45-day pre-election timeline that currently exists as election laws do not allow for the restriction of political signage to any number of days prior to an election. The City Attorney has reorganized this section to apply to all types of temporary signs including construction development signs, real estate signs, etc. so that they are treated uniformly.
- 3. In the areas zoned C-2 in the CBD and Hannibal Square, the use of neon in signs will be prohibited and the size of "under canopy" signs reduced from six (6) square feet to four (4) square feet. This is in response to the Orlando Watch Company sign.
- 4. The new Code would require that when a building is demolished, that the ground or pole sign is also demolished entirely. Now only sign face must be removed.
- 5. The new text emphasizes that all types of temporary signage, including campaign signs cannot be placed in the public right-of-way and cannot be placed on a property without the consent of the owner or the tenant of the property. This section also states the normal practice that such illegally placed temporary signage shall be subject to removal.
- 6. Adds various sign definitions that were missing from the current code language.

Staff recommendation is for approval.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE IV OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING **SIGN REGULATIONS: PROVIDING FOR REVISED REGULATIONS** RELATING **TEMPORARY SIGNAGE: AMENDMENTS** TO **DEFINITIONS:** MODIFICATIONS FOR SIGNAGE IN C-2 ZONING LOCATIONS; CLARIFYING TYPES OF PROHIBITED SIGNS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS,** the City Commission of the City of Winter Park (the "City") recognizes that the location and maintenance of temporary and permanent signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment of utmost importance; and

WHEREAS, the City recognizes that the regulation of temporary and permanent signage within the City is a means by which the aesthetics and character of the City may be maintained, and that the uncontrolled and unlimited proliferation of temporary signage and over-sized permanent signage would degrade the attractiveness of the natural and manmade attributes of the City, thereby undermining the economic value of tourism, visitation, and permanent economic growth; and

WHEREAS, the City finds that the regulation of temporary and permanent signage shall further improve pedestrian and traffic safety within the City, minimize the adverse possible impacts of temporary signage on nearby public and private property, lessen the competition and visual clutter that may otherwise be caused by the improper placement, excessive height, excessive size, or increasing numbers of temporary signage that conceals or obstructs adjacent land uses or signs; and

WHEREAS, the City has deemed it necessary to clarify and simplify existing temporary signage regulations and to provide additional revisions necessary to ensure the delicate balancing of First Amendment and free speech principles while achieving the City's goals of creating a healthy, safe, and attractive environment that does not contain excessive clutter and visual distractions throughout the City; and

**WHEREAS,** in accordance with section 163.3174, Florida Statutes, and section 58-3 of the City Code of Ordinances, the City's local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein;

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

**SECTION I:** RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

**SECTION II**: Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown below, and words with <u>single underlined</u> type shall constitute additions to the original text and <del>strike through</del> shall constitute deletions to the original text.

\* \* \*

**SECTION III:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-123 "Definitions" is hereby amended to add or amend the definitions as shown below:

## Sec. 58-123. – Definitions.

Canopy (or marquee) means a permanent roof-like shelter extending from part or all of a building face over the sidewalk or public right-of-way or a colonnade where the upper floor(s) extend over the pedestrian sidewalk and constructed of some durable materials such as wood, metal glass or plastic.

Monument sign means a freestanding ground mounted sign which is supported by and integrated with a solid base, as opposed to poles, posts, or other such supports.

Signable area means an area of the façade of a building up to the roof line, not including parapet façade areas, which is free of windows and doors or major architectural detailing.

<u>Snipe sign</u> means any unauthorized sign of any material whatsoever that is placed upon public property or attached in any way to any public utility pole, tree, or any other object located or situated on or within any public road right-of-way or easement.

<u>Temporary sign</u> means any sign that is not a permanent sign. Temporary signs shall include any and all signs formerly or commonly referred to as temporary election signs, temporary political signs, temporary free expression signs, temporary real estate signs, temporary directional signs, temporary construction signs, temporary grand opening signs, or any other temporary sign unless otherwise expressly provided herein.

**SECTION IV:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-124 Signs permitted in zoning districts of the city" is hereby amended in subsection (d) (3) (5) and (6) and by the addition of a new subsection (g) as shown below:

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

- (d) Commercial (C-2) district.
  - (3) Ground signs and projecting signs on properties or buildings within the central business district C-2 district shall be limited to an area of each face of 20 square feet and shall have a minimum clearance of seven feet unless such sign is a ground level monument sign.

- (5) Signs attached to the underside of a canopy <u>or colonnade</u> shall have a copy area no greater than <u>four six</u> square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk <u>or pedestrian walkway.</u>
- (6) Commercial (C-2) district properties may not have <u>neon</u>, digital, electronic, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

## (g) Medical arts (MA) district.

- (1) Signs in the medical arts district shall comply with the regulation for the office (O-1) and (O-2) districts except that the city commission may approve a master sign plan permitting additional signs, height and area as appropriate for the medical campus and buildings.
- (2) Signs in the medical arts district shall also comply with the provisions of the office districts including paragraph (3) related to sign types, design and illumination.

**SECTION V:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-128 "Canopy (or marquee) signs", subsection (6) is hereby amended to add or amend the definitions as shown below:

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

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

**SECTION VI:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-133 "Nonconforming signs", subsection (b) is hereby amended to add or amend the definitions as shown below:

## Sec. 58-133. Nonconforming signs.

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

also be demolished and completely removed including all parts of the structure and base at the same time and any new signs shall be required to conform to the provisions of these regulations.

**SECTION VII:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-134 "Temporary signs" subsection (a) through (e) are hereby re-lettered and amended to add or amend the text as shown below:

- Sec. 58-134. Temporary signs.(a) In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements. Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection. Further, a temporary sign may display multiple independent messages on any portion of the sign surface or copy area of such temporary sign.
  - (ab) Unless otherwise required by statute, for the development and construction of residential and commercial projects, temporary signage may be permitted for the earlier of two years or until the subdivision or active construction project that has an active building and development program underway is completed. Subdivision development signs shall be permitted to identify subdivisions where an active building and development program is underway. Such signs shall be permitted on a temporary permit basis only for a maximum of two years or until the subdivision is completed, whichever shall occur first. Such signs shall be limited to one per street frontage and shall not exceed 32 square feet in size or eight feet in height. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the exterior of the project on up to 50 percent of the wind screen area but the area of text, words, logos, and other project information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.
  - (be) On site development signs shall may be permitted on property where there is an active building program underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing in accordance with Florida law. Such signs shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Signs shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for 60 days or more. Such signs shall be limited to one per street frontage and shall not exceed eight square feet in size or six feet in height for single family and duplex building projects; 32 square feet in size and eight feet in height for multifamily building projects and 32 square feet for nonresidential building projects. For construction projects of multifamily or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the project but the area of text, words, logos, and other project information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.
  - (<u>cd</u>) One temporary <u>real estate</u> sign <u>offering real property for sale or lease</u> shall be permitted on each street frontage of properties where an owner is actively attempting to sell or lease such property, either personally or through an agent. Such sign shall not exceed four square

feet in area nor six feet in height in residential zones for one or two-family dwellings and shall not exceed 12 square feet in area for multifamily dwellings or nonresidential buildings. All such temporary real estate-signs shall be located behind the sidewalk or ten feet behind the curb or edge of pavement, whichever is greater. Additionally, a maximum of two additional temporary signs"open house" signs may be used to direct interested persons to the location of an open house, in addition to the "open house" sign placed at the site of the real property offered for sale. The two directional signs are limited in size to two square feet and may be placed in the public right-of-way subject to not blocking visibility for traffic and are subject to allowing removal by the abutting property owner if that owner does not consent to the placement of the sign. Such directional "open house" signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.

- (de) Prior to any election for public office or measures on election ballots, residentially zoned properties within the city's jurisdictional limits may be permitted to post two temporary signs on each street frontage that do not convey a commercial message. Such temporary signage shall be removed within three days following the election for public office or measures on election ballots for the corresponding time period where the election or measure has been finally determined. Non-residentially zoned properties may place one temporary sign in accordance with this subsection per every one hundred feet of street frontage. Political or campaign signs on behalf of candidates for public office or measures on election ballots provided that such signs are subject to the following regulations:
- (1) Such signs shall be erected not earlier than 45 days prior to such election and shall be removed within three days following such election. For city elections, political signs posted prior to the date of the scheduled primary election date may remain posted until three days following the general election.
- (2) One sign is permitted on any one property frontage, except as modified herein. Such signages shall not exceed four two square feet in area per sign, and if detached, shall not exceed six feet in height. For city elections, when an election is held for two city commission seat vacancies, two signs (one for each seat) are permitted on any one property frontage. In addition, one additional sign (other than a sign for a city commission seat or city mayoral candidate) may be placed on any property street frontage. For elections when no city commission or mayoral candidate or other city matter is on the ballot, one sign is permitted on any one property frontage.
- (3)—Additionally, Aall signs shall be located only on private property with the express permission of the property owner or occupant of such property, and such signage shall be located behind the sidewalk, or ten feet behind the curb or edge or pavement, whichever is greater. No such signage shall be allowed on any public property or within the public right-of-way. Signage that is placed in violation of this subsection is subject to immediate removal and disposal by the city.

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

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

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

(e) In addition to the foregoing temporary signs, one additional temporary sign may be located on any residential property, which may bear any non-commercial message. Such sign shall not exceed four square feet in area and shall not exceed six feet in height.

**SECTION VIII:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-135 "Prohibited signs" is hereby amended by adding and amending subsections (12) through (14) as shown below:

## Sec. 58-135. – Prohibited signs.

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

- (13) Human signs.
- (14) Signage, lettering or logos on any sidewalk café seating umbrella, chair or table located within a public right-of-way.
- (15) Any sign not expressly permitted in article IV, sign regulations, or elsewhere in this code is prohibited.

**SECTION IX.** INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

**SECTION X:** SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

**SECTION XI:** CODIFICATION. Sections II through VIII of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

**SECTION XII:** This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

Park, Florida, held

ADOPTED at a regular meeting of in City Hall, Winter Park, on this	the City Commission of the City of Winter day of, 2019.
	City of Winter Park
Attest:	Steven M. Leary, Mayor
City Clerk	



January 24, 2019

Mr. Bronce Stephenson Director, Planning and Community Development Department City of Winter Park 401 South Park Avenue Winter Park, Florida 32789-4386

RE: Sign Ordinance

Dear Bronce,

Thank you for taking the time to meet with David Brenner and me this past Wednesday to discuss the proposed changes to the City of Winter Park's sign ordinance. Your review and insight were very helpful.

As we discussed, the Orlando Regional REALTOR® Association (ORRA) has reviewed the proposed changes and respectfully requests reconsideration on three specific items, as they relate to temporary signs:

## 1. In Sec. 58-123 – Definitions

Under the definition of temporary sign, the final sentence stipulates that temporary signs shall not be displayed for more than sixty (60) days from the date of first display. This time restriction would also apply to Sec. 58-134, sub-section (new c), which outlines sign requirements for multifamily dwellings and nonresidential buildings where the owner is actively attempting to sell or lease the property. Unfortunately, more times than not, it takes longer than (60) days to sell or lease these types of properties.

ORRA requests the Planning and Zoning Commission remove the (60) day restriction on the use of temporary signs for multifamily dwellings and nonresidential buildings where the owner is actively attempting to sell or lease the property.

2. Sec. 58-134, sub-section (new c), the code currently limits the area for temporary signs used for multifamily dwellings and nonresidential buildings to not exceed 12 square feet.

ORRA requests the ordinance be amended to change the area limit on these signs from 12 square feet to 16 square feet.

The primary reason for this request lies in the fact that the majority of the materials used to make these signs come in 8' x 4'.sheets. One cut allows for two 4' x 4' signs. Otherwise, if we keep the restriction to 12 square feet, (2) 3' x 4' signs, material is wasted, and the additional cuts required for the 3' x 4' signs increase the cost.

In addition, the increase square footage makes these signs easier to read and safer for motorist on the roadway who may be looking to lease or purchase the property.

3. Directional Signs: Sec. 58-134, sub-section (new c), this same section restricts the use of directional signs, used for open houses, to two per property. Some properties in Winter Park require more than 2 turns off a main transportation artery to be reached. We would prefer to see no limit placed on the number of signs used to direct interested persons to the location of an open house. Since the ordinance restricts, the hours in which these signs can be displayed and requires them to be picked up immediately after the event is over, we don't believe allowing unlimited signs will create a proliferation of signs at intersections.

Based on our conversations last week, it is my understanding that the ordinance will be reviewed by the Planning and Zoning Council on February 5, 2019. Please let me know if this is incorrect.

Thank you again for your help with this ordinance. Should you need any other information or have any questions, please do not hesitate to contact me.

Sincerely,

Frankie Callen Elliott

Vice President of Government Affairs

Frontie Callon Elliott

And Foundation Relations

Cc: Jeff Briggs, Manager Planning and Community Development Department Mr. Lou Nimkoff, Brio Properties, Winter Park David Brenner, C. Brenner Real Estate, Winter Park Mr. Pitt Warner, Winter Park Land Company, Winter Park