



# City Commission Regular Meeting

## Agenda

**July 28, 2021 @ 3:30 pm**

City Hall - Commission Chambers  
401 S. Park Avenue

### welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at [cityofwinterpark.org/bpm](https://cityofwinterpark.org/bpm) and include virtual meeting instructions.

### assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

### city commission regular meeting

Virtual Participation Procedures: Link for instructions on providing public comment: <https://cityofwinterpark.org/cclive>. If you would like to provide comments prior to the meeting, please send them to [MayorAndCommissioners@cityofwinterpark.org](mailto:MayorAndCommissioners@cityofwinterpark.org). These comments will be received by the City Commissioners and staff, however, will not be read publicly into the record during the meeting. This is consistent with our normal procedures for emails received prior to a City Commission meeting.

### please note

Times are projected and subject to change.

- 
1. **Meeting Called to Order**
  2. **Invocation**
    - a. Reverend Kathy Beasley, Central Florida Center for Spiritual Living 1 minute

**Pledge of Allegiance**
  3. **Approval of Agenda**
  4. **Citizen Budget Comments**
  5. **Mayor's Report**
  6. **City Manager's Report**
    - a. Meet Your Departments - Parks and Recreation Department 10 minutes
    - b. City Manager's Report 5 minutes
  7. **City Attorney's Report**
  8. **Non-Action Items**
    - a. Board Appointment - Commissioner Weaver 1 minute
  9. **Public Comments | 5 p.m. or soon thereafter**

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)

(Three minutes are allowed for each speaker)
  10. **Consent Agenda**
    - a. Approve the minutes of the work session, June 30, 2021 1 minute
    - b. Approve the minutes of the work session, July 7, 2021. 1 minute
    - c. Approve the minutes of the work session, July 14, 2021 1 minute
    - d. Approve the minutes of the regular meeting, July 14, 2021. 1 minute
    - e. Approve the minutes of the work session, July 15, 2021 1 minute
    - f. Approve the following contracts 1 minute
      1. Anixter, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$175,000.00 for goods on an as needed basis during the term of the Agreement.
      2. Electric Supply of Tampa, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount:

- \$200,000.00 for goods on an as needed basis during the term of the Agreement.
- 3. Gresco Utility Supply, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$150,000.00 for goods on an as needed basis during the term of the Agreement.
- 4. Stuart C. Irby Company - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$100,000.00 for goods on an as needed basis during the term of the Agreement.
- g. [Approve the following piggyback contracts](#) 1 minute
  - 1. Hill Manufacturing Company, Inc. - Kentucky Educational Development Corporation - Custodial Equipment, Supplies & Services; Amount: \$90,000.00 for goods on an as-needed basis during the term of the Agreement.
  - 2. Atlantic Pipe Services, LLC. - St. John's County Contract #21-MCC-ATL-13188 - Sewer Pipe and Manhole Rehabilitation; Amount \$750,000.00
- h. [Approve the following purchase](#) 1 minute
  - 1. TEAM Industrial Services, Inc. - Sole Source - Resilient Wedge InsertValve installation Equipment, Valves and Appurtenances; Amount: \$300,000.00

## 11. Action Items Requiring Discussion

- a. [Budget Discussion & Set Tentative Millage Rate](#) 15 minutes
- b. [Permission to draft and issue a Notice Of Disposal \(NOD\) for the City-owned property at Swoope for the purpose of obtaining a location to build a centralized Parks maintenance facility.](#) 30 minutes
- c. [Consider allowing Rollins College the use of the old library parking lot for a staging and laydown yard for the Alford Inn expansion project.](#) 10 minutes

## 12. Public Hearings

- a. [Ordinance annexing approximately 0.8 +/- acres of real property located at 647/653 Harold Avenue and a portion of the adjacent Harold Avenue right-of-way. \(2nd reading\)](#) 5 minutes
- b. [Ordinance authorizing Orange County Air Quality Monitoring Building Relocation and Lease. \(2nd Reading\)](#) 5 minutes
- c. [Ordinance establishing a Broadband and Smart City Ad-Hoc Committee. \(2nd Reading\) TABLED FROM JULY 14, 2021 MEETING.](#) 5 minutes

- d. [Request of the City of Winter Park:](#) 10 minutes
- An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2141/2151/2211/2221/2223/2225/2227 Loch Lomond Drive in order to match the existing Single Family (R-1A) zoning.
  - An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2229/2255/2311/2313 Loch Lomond Drive and 2272 Nairn Drive in order to match the existing Single Family (R-1A) zoning.
- e. [Resolution and request of Matthew Kopkin and Danielle Roman to designate the property at 1434 Norfolk Avenue to the Winter Park Register of Historic Places.](#) 10 minutes

**13. City Commission Reports**

**14. Summary of Meeting Actions**

**15. Adjournment**





# City Commission **agenda item**

item type Invocation	meeting date July 28, 2021
prepared by Kim Breland	approved by
board approval	
strategic objective	

## subject

Reverend Kathy Beasley, Central Florida Center for Spiritual Living

## motion / recommendation

## background

## alternatives / other considerations

## fiscal impact



# City Commission **agenda item**

<b>item type</b> City Manager's Report	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Jason Seeley	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Meet Your Departments - Parks and Recreation Department

## **motion / recommendation**

## **background**

The city has created a new monthly video series called "Meet Your Departments" to increase awareness of the various city services giving the public an opportunity to get to know what that department provides and also meet a few more friendly faces within the city family. The Parks & Recreation Department is the first department to be showcased as part of this new series. The videos will also be posted on the department pages of [cityofwinterpark.org](http://cityofwinterpark.org) and shared on the city's social media accounts: Facebook, Twitter, Instagram, Vimeo and YouTube.

## **alternatives / other considerations**

## **fiscal impact**



# City Commission **agenda item**

<b>item type</b> City Manager's Report	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Jennifer Guittard	<b>approved by</b> Peter Moore, Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

City Manager's Report

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

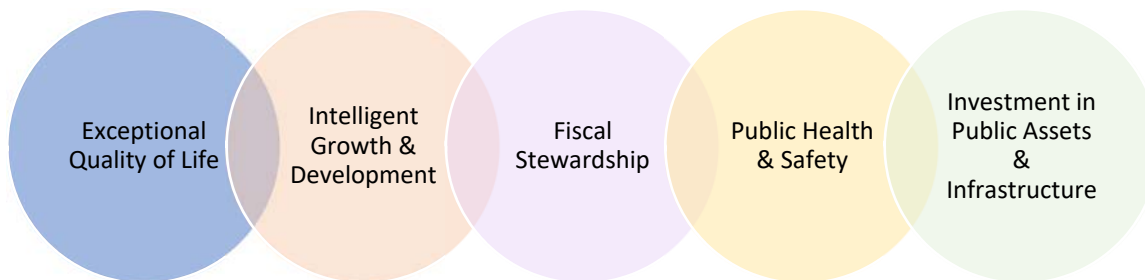
[90Day Report 7.28.21.pdf](#)



## 90-Day Report

This outline provides a timetable for issues and items that are planned to come before the commission over the next three months as well as the status of initiatives that do not have any determined completion date. These are estimates and will be updated on a monthly basis.

### City of Winter Park Strategic Objectives



## Upcoming Commission Items

### Title 1: Fiscal Stewardship

Item	Description	Item Department	Item Date
<b>Budget and Millage Ordinance Adoption</b>	At both City Commission meetings in September, the first and second readings of the ordinance adopting the budget and millage rate, will be approved in accordance with statute.	Administration	Sept

### Title 2: Intelligent Growth & Development

Item	Description	Item Department	Item Date
<b>Charter Amendments</b>	Ordinance proposing Charter Amendments for March 2022 ballot.	Administration	Aug

# Additional Items of City Interest

## Title 3: Exceptional Quality of Life

Item	Description	Item Department
<b>Library &amp; Events Center</b>	The Library and Events Center is within 95 days of targeted completion date and the project remains on schedule with furniture and fixtures on order and punch lists beginning. Final touches such as carpet and door knobs are in. Painting is complete with the exception of touch up. Audio visual and security components are going in for the remainder of July and first two weeks of August. The installation IT components has begun and will continue through August. The internet and cable will soon be complete as will natural gas for the events center commercial stove. The remainder of the parking lot and landscaping continues and is targeted for completion in mid August. Book shelving is scheduled to go in the Archive room the first week of August and into the remainder of the building the first week of September. Concrete has been poured between the three structures.	Public Works
<b>Public Art for I-4</b>	This \$150,000 public art project, paid for by FDOT, is being installed at the NE corner of W. Fairbanks and I-4. The project was delayed one month due to a land use agreement that I-4 Ultimate asked for. Design selection company, RLF, is approaching the final weeks of the installation process. The city will landscape the area around the art during the fourth week of July, as per the land use agreement, and a ribbon cutting event will be announced for August.	Administration

## Title 4: Intelligent Growth & Development

Item	Description	Item Department
<b>Sustainability Plan</b>	Beginning in November 2020, the Keep Winter Park Beautiful & Sustainable Board (KWPB&S) held joint work sessions with several city advisory boards to review the elements of the current Sustainability Action Plan (SAP). These boards included the Transportation, Tree Preservation, Parks & Recreation, Lakes & Waterways, Planning & Zoning, and Utility advisory boards. Since then, the Sustainability team and KWPB&S members have consolidated the feedback provided by the boards into a new draft SAP document. Between July through September, city staff will work with each board to review their respective edits prior to creating a newly updated SAP for City Commission review. This Commission review of the revised SAP is expected to be held at a work session in October 2021.	Sustainability & Planning

## Title 5: Investment in Public Assets & Infrastructure

Item	Description	Item Department
<b>Electric Undergrounding</b>	<p><b>Miles of Undergrounding performed</b></p> <p>Project G: 4.1 miles 97% complete</p> <p>Project I: 6.9 miles 99% complete</p> <p>Project J: 1.9 miles 1% complete</p> <p>Reliability project Q: 1.85 miles 45% complete</p> <p>Reliability project O Rapidan Trl: .15 miles Completed</p> <p>Reliability project O Mandan Trl: .15 miles 0% complete</p> <p>Reliability project U: .11 miles 75% complete</p> <p><b>TOTAL so far for FY 2021: 6.7 miles</b></p>	Electric

## Upcoming Advisory Board Meetings

This report provides a summary of upcoming board meetings currently scheduled on the calendar for the next month. The full calendar is accessible on the City's website at: <https://cityofwinterpark.org/government/board-public-meetings/>

Additional information relating to all of the City's boards such as meeting schedules, agendas, minutes, and board membership can be located on the City website at: <https://cityofwinterpark.org/government/boards/>

## August Board Meetings

Advisory Board	Meeting Date	Meeting Time
Civil Service Board	8/3/21	4 p.m.
Planning & Zoning Board	8/3/21	6 p.m.
Winter Park Police Officers' Pension Board	8/5/21	4 p.m.
Winter Park Firefighters' Officers' Pension Board	8/5/21	6 p.m.
Economic Development Advisory Board	8/10/21	8:15 a.m.
Lakes and Waterways Advisory Board	8/10/21	Noon
Historic Preservation Board	8/11/21	9 a.m.
Public Art Advisory Board	8/16/21	Noon
Transportation Advisory Board	8/16/21	4 p.m.
Keep Winter Park Beautiful & Sustainable	8/17/21	11:45 a.m.
Board of Adjustments	8/17/21	5 p.m.
Parks & Recreation Advisory Board	8/18/21	5:30 p.m.
Utilities Advisory Board	8/24/21	Noon
Tree Preservation Board	8/24/21	5 p.m.
Community Redevelopment Agency	8/25/21	2:30 p.m.
Community Redevelopment Advisory Board	8/26/21	5:30 p.m.

*Note: This calendar does not include work sessions.*

## Upcoming Work Sessions

This report provides a summary of upcoming work sessions currently scheduled on the calendar for the next three months.

Work Sessions	Meeting Date	Meeting Time
<b>Planning &amp; Zoning Board Work Session:</b> OAO	8/3/21	7 p.m.
<b>City Commission Subcommittee Work Session:</b> Progress Point	8/4/21	10 a.m.
<b>Planning &amp; Zoning Board Work Session</b>	8/9/21	11:30 a.m.
<b>City Commission Work Session:</b> Strategic Planning	8/10/21	3 p.m.
<b>City Commission Work Session:</b> Old Library & Post Office	8/12/21	5:30 p.m.
<b>Planning &amp; Zoning Board Work Session</b>	8/24/21	11:30 a.m.
<b>City Commission Work Session:</b> Leaf Blowers	9/7/21	1 p.m.





# City Commission **agenda item**

item type Non-Action Items	meeting date July 28, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

## **subject**

Board Appointment - Commissioner Weaver

## **motion / recommendation**

## **background**

Commissioner Weaver will be reporting the appointment of Tracy Liffey to EDAB (replacing Michelle Smith).

## **alternatives / other considerations**

## **fiscal impact**



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the work session, June 30, 2021

## **motion / recommendation**

Approval.

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[063021ws.pdf](#)



# City Commission Work Session Minutes

June 30, 2021 at 1:30 p.m.

City Hall, Commission Chambers  
401 S. Park Avenue | Winter Park, Florida

## **Present**

Commissioner Sheila DeCiccio  
Commissioner Todd Weaver

City Manager Randy Knight  
Deputy City Clerk Kim Breland

## **Also Present**

Bronce Stephenson, Director of Planning and Transportation  
Allison McGillis, Planner  
Sarah Walter, Transportation Manager  
Jason Seeley, Director of Parks and Recreation  
Troy Attaway, Director of Public Works  
David Zusi, Director of Water and Wastewater  
Justin Isler, Electric Utility Operations Supervisor  
Kyle Dudgeon, Assistant Division Director of CRA and Economic Development

## **1) Call to Order**

Commissioner Weaver called the meeting to order at 1:33 p.m.

## **2) Discussion Item(s)**

### **a. Progress Point Park Sub-Committee**

Commissioner Weaver provided a list of discussion items for the meeting including the proposed park (triangle), undergrounding of utilities at Palmetto Avenue, stormwater treatment and retention, parking, restrooms and building configuration.

Mr. Stephenson stated that staff had received the Geotech report just prior to the start of the work session and provided a brief overview of the report including areas of asbestos contamination, treatment, locations where buildings can be built and stormwater treatment. He will provide a copy of the report to the Commission with Staff's comments.

Discussion followed on the realignment of Palmetto Avenue. Mr. Attaway stated that, based on a sketch provided by ACi, the estimated cost is approximately \$300,000 for the roadwork and stormwater relocation. Mr. Zusi added that an additional \$50,000 should be included for water and sewer treatment. Mr. Stephenson stated that he had not received a cost estimate from electric utility, but did not anticipate there to be an

egregious cost. Mr. Zusi discussed a potential solution to provide waste water collection for the proposed buildings on the site. Discussion followed on relocating other utilities (TECO, Century Link, etc.) in the city right of way, adding extra conduit under the relocated area, bike path location, bump out tree wells, striped parking along Palmetto and traffic calming measures.

Commissioner DeCiccio asked when the realignment can be started. Mr. Attaway stated that construction plans are needed first. Mr. Stephenson noted that construction plans were not part of the original design scope from LandDesign. Discussion was held on what criteria what would be included in the construction plans scope and park design.

Mr. Seeley stated that if the Commission is comfortable with the schematic of the parkland from ACi, he suggested moving forward with LandDesign for the project and then discuss the total cost. Mr. Knight added that part of the charge of the subcommittee was to evaluate whether the scope fits into the allocated budget or to present a new budget to be approved. Discussion was held on the funding and criteria for the park portion of the project. Commissioner Weaver stated that that the following items need to be put in place: engineering plan, irrigation system, grading of site and planting of trees. Commissioner DeCiccio agreed. Staff will discuss creation of the engineering scope with LandDesign.

Commissioner Weaver moved the discussion to stormwater management, retention and treatment. Commissioner DeCiccio stated that she feels the City we should fix drainage problem for that area. Discussion followed on stormwater management, retention and treatment for the area, fountain features for the park, open stormwater treatment options for the site above or below ground, St. John's Water Management requirements, maintenance and cost.

Lengthy discussion was held on building size/square footage, types of uses for the site, parking needs for existing businesses, financial viability, parking garage vs. surface parking and criteria for developing an RFP for the site. Mr. Stephenson stated that the guide on how to create an RFP that was part of the ACi scope of services, would be available by the end of the week and believes the guide would help to answer the Commission's questions.

Commissioner DeCiccio noted that consensus was to recommend moving forward with engineering plans and construction. Mr. Knight added that before the consultant can move forward with the design the parking component would need to be determined. Discussion followed on criteria for the design including preparing pads for future buildings and parking garage, relocation of utilities realignment of Palmetto, irrigation and landscape plan and park design.

In response to questions by Mr. Seeley, consensus was to have one small fountain feature similar to the fountain in Central Park and to have Forest Michael present his conceptual plan for the park in the next sub-committee meeting.

Staff will provide the RFP guide to the Commission for review. Mr. Knight advised that before the RFP goes out, the maximum building square footage should be determined.

The next Commission sub-committee work session will be held Wednesday, July 7, 2021 at 1:30 p.m.

### **3) Adjournment**

Meeting adjourned at 2:54 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the work session, July 7, 2021.

## **motion / recommendation**

Approve.

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[070721ws.pdf](#)



# City Commission Work Session Minutes

July 7, 2021 at 1:00 p.m.

City Hall, Commission Chambers  
401 S. Park Avenue | Winter Park, Florida

## Present

Commissioner Sheila DeCiccio  
Commissioner Todd Weaver

Assistant City Manager Michelle Neuner  
Deputy City Clerk Kim Breland

## Also Present

Bronce Stephenson, Director of Planning and Transportation  
Sarah Walter, Transportation Manager  
David Zusi, Director of Water/Wastewater Utility  
Jason Seeley, Director of Parks and Recreation  
Troy Attaway, Director of Public Works  
Kyle Dudgeon, Assistant Division Director of CRA and Economic Development  
Forrest Michael, Natural Park & Orange Marketplace Group  
Peter Gottfried, Natural Park & Orange Marketplace Group (Virtual)  
Ray Waugh, LandDesign  
Larry Adams, ACi

## 1) Call to Order

Commissioner Weaver called the meeting to order at 1:00 p.m.

## 2) Discussion Item(s)

### a. Progress Point Park Sub-Committee

Mr. Gottfried, Winter Park resident, presented a plan developed with Mr. Michael that they feel is a compromise that addresses the needs of businesses, parking, park space and stormwater improvements and is in line with Vision Plan.

Mr. Michael provided his experience in Winter Park, state-wide and nationally. He reviewed the project timeline if the commission determines to move forward on their concept for a Park and Café Market. He requested commission authorization for his firm to pursue grant opportunities, design Palmetto as a park drive, layout the parking lots. He reviewed proposed park components including a trail loop, trees and landscaping, stormwater creek and café market. He spoke on parking availability and needs and discussion followed on parking needs, cost and design.

Commission Weaver spoke in opposition to the large building and the need for stormwater treatment which can be very expensive to construct and maintain. He spoke

on the parking needs and said he feels that there will not be sufficient revenue for private investor to support parking garage.

Commissioner DeCiccio said she feels the building could actually be two buildings. She spoke on the pedestrian traffic from Rollins and the surrounding area. She suggested that a two-level parking garage may be more feasible than surface parking as it would allow more surface green space. Discussion on parking needs and solutions followed.

Mr. Waugh gave a presentation on the elements of LandDesign's proposal, particularly the plans to resolve stormwater issues and treatment, retention and detention. Mr. Attaway spoke on flooding and drainage issues on Orange Avenue and area parking lots. Mr. Waugh continued his presentation reviewing drainage, flow and capacity followed by discussion on stormwater and drainage issues and improvements.

Mrs. Neuner said that discussion is needed on the RFP; however, she urged caution in discussions that may ultimately affect anyone's ability to submit for the RFP if they are involved in the drafting of the RFP. Mr. Stephenson summarized staff's work on the elements of the development of Progress Point such as the realignment of Palmetto Avenue and parking and discussion was held on parking needs with activation of the park and potential new businesses.

Mr. Stephenson spoke about the structure of the RFP. Commissioner Weaver said he is opposed to a 40,000 square foot building and feels it is unreasonable to ask a private investor to fund a parking garage.

Commissioner DeCiccio supported issuing the RFP based on the Commission's approved parameters and give developers the flexibility in their design. Discussion was held on the RFP parameters, goals of development and parking.

Commissioner Weaver presented an option for a 30,000 square foot parking lot and 7,000 square foot lot for the building and discussion followed on his and Mr. Michael's plan.

Responding to questions, Mr. Seeley said he needs to review detailed park plans in order to create a maintenance plan and budget and explained phasing of construction. Discussion ensued on phasing and then project elements, costs and budget.

Mrs. Neuner summarized the discussion by dividing the project into three zones, the park, the RFP and parking zone with recommendation to move forward with the park design including realignment of Palmetto, connector and bike path. In regards to the RFP, she asked Mr. Dudgeon for his perspective from an economic standpoint.



Mr. Dudgeon addressed developer investment, their ability to maximize their return on investment and the opportunity to create a unique project and partnerships. He stressed the importance of clearly stating the city's goals for development in the RFP.

Mr. Gottfried said that he feels that this should be open space only, not mixed use, and that developers will not respond positively to the RFP.

Scott Webber, ACi Architects, commented on parking area size and capacity and recommended an engineer's drawing to determine parking capacity.

Commissioner DeCiccio said she would like to see the costs from staff to determine whether funding is sufficient. Discussion followed on funding sources including ARPA and CRA funding and the city's budget.

Mr. Michael asked what is included in the RFP and said the Commission needs to have a clear vision of the project before issuing the RFP and should consider separate RFPs for design and construction. It was noted that the conceptual design of the park has commission support.

After additional discussion, it was agreed to place on the next Commission agenda recommendation to move forward with the realignment of Palmetto Avenue and design and construction of the park space as presented by ACi and LandDesign.

A work session to discuss the RFP was scheduled for August 4<sup>th</sup> from 10:00 a.m. to noon.

### **3) Adjournment**

The meeting adjourned at 3:35 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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Deputy City Clerk Kim Breland



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the work session, July 14, 2021

## **motion / recommendation**

Approve

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[071421ws Strategic Plan.pdf](#)



# City Commission Work Session Minutes

July 14, 2021 at 1:30 p.m.

City Hall, Commission Chambers  
401 S. Park Avenue | Winter Park, Florida

## Present

Mayor Phil Anderson  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Carolyn Cooper  
Commissioner Todd Weaver

City Manager Randy Knight  
City Clerk Rene Cranis

## 1) Call to Order

Mayor Anderson called the meeting to order at 1:30 p.m.

## 2) Discussion Item(s)

### a. Strategic Planning - Initial Discussion of Project Priorities

Mayor Anderson presented a worksheet on major projects separated by 5-year and 6-25-year projects and potential project costs and funding with intent to discuss projects without assigning them to a specific year. He summarized committed funding and estimated costs for non-recurring projects for the next five years (Central Park, Progress Point, MLK, other parks and land, old library) and options for closing the funding gap. He spoke on 6-25-year projects that include traffic, parking, Fairbanks, small project programs and operations, internet and broadband, other capital and new library, and city hall.

Commissioner Sullivan said he would like to these to be dovetailed with the city's vision plan and feels a strategy is needed on how to manage traffic without increasing capacity of state roads.

The following topics were discussed:

- ARPA funding for infrastructure projects and public facility improvements.
- Funding for the Post Office.  
Commissioner Cooper said that she does not want to increase debt to purchase the property. Mayor Anderson noted that this worksheet does not show the potential sale of the tree farm or the old library which could be a funding source, but needs further discussion.
- Progress Point – realignment of Palmetto Avenue, park, budget, and funding.

Commissioner DeCiccio said she feels some projects on this list need be moved up on the schedule. Mayor Anderson commented on the need to identify a funding source in order to move projects forward.

- Parks acquisition fund.

Mayor Anderson noted that \$1M is for the post office and \$1M is for Progress Point. Mr. Knight responded to questions advising that he is not aware of any pending revenue to the parks acquisition fund. Commissioner Cooper suggested that the city consider a parks usage fee for commercial development as recommended by a consultant.

- MLK Park

Discussion focused on the purchase of Fairbanks Avenue properties for expansion of the park.

- Old library (maintenance and potential future uses)

To be discussed in a work session on August 12

Mayor Anderson continued reviewed the list of projects including traffic improvements and smart-city. He responded to questions and discussion followed on street and intersection improvements. He spoke on ARPA project funding and asked that staff provide guidance on eligible uses. He suggested that the commission identify projects for a 5-year plan and 6-25-year plan, address cost/budget for specific projects, and then identify strategy to address funding deficit to discuss at next work session.

After additional discussion, consensus was to extend the scheduled budget work session to continue discussion of a 5-year and 6-25-year plan and potential funding.

### **3) Adjournment**

The meeting adjourned at 3:18 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the regular meeting, July 14, 2021.

## **motion / recommendation**

Approve.

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[071421rs.pdf](#)



# City Commission Regular Meeting Minutes

July 14, 2021 at 3:30 p.m.

City Hall, Commission Chambers  
401 S. Park Avenue | Winter Park, Florida

## **Present**

Mayor Phil Anderson  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Carolyn Cooper  
Commissioner Todd Weaver

City Manager Randy Knight  
City Attorney Kurt Ardaman  
City Clerk Rene Cranis

## **1) Meeting Called to Order**

Mayor Anderson called the meeting to order at 3:35 p.m.

## **2) Invocation**

Pastor Eddie Rivera, Action Church, provided the invocation followed by the Pledge of Allegiance.

## **3) Approval of Agenda**

There were no changes to the agenda.

## **4) Citizen Budget Comments**

There were no budget comments.

## **5) Mayor's Report**

Mayor Anderson reported on the city's performance, particularly on its high level of service, and suggested that the budget needs to be looked at in the context of service to our citizens and performance.

## **6) City Manager's Report**

Commissioner DeCiccio asked whether undergrounding in the Progress Point and Mead Garden areas could be moved up on the schedule in preparation for construction of the park. Dan D'Alessandro, Director of Electric Utilities, explained the undergrounding schedule and impact of changing it. After discussion, consensus was to authorize staff to move this area up on the schedule (with notification to residents regarding the change).

Commissioner Cooper asked for an update regarding the parking management plan at 444 New England. Attorney Ardaman commented on the on-going litigation and said this will be discussed at an upcoming meeting.

Commissioner Cooper asked for an update on vaccination sites. Mr. Knight said vaccinations will be available on July 17<sup>th</sup> and August 7<sup>th</sup> which will be publicized.

b. Presentation of the 2021-2022 Budget and 5-Year Capital Plan

Mr. Knight presented the FY 2022 budget reviewing revenue, expenditure, property value changes and utility rate comparisons. Staff is recommending no change to the operating millage rate which, if adopted, would be the 14<sup>th</sup> consecutive year with no increase. The budget represents a 3.5% increase from FY 21 in part due to restoration of frozen positions including those eliminated when the Civic Center was closed. He responded to questions stating that each capital improvement project is monitored by department head. He will provide a spreadsheet showing project and allocation by department. Commissioner Cooper requested status of capital projects including rollover funds. Mayor Anderson asked that the change in positions be identified as new or restored after being frozen or eliminated

**7) City Attorney's Report**

Attorney Ardaman asked if the CRA acted on the purchase of 929-947 Fairbanks Avenue. Mr. Knight gave an update on the purchase and improvements being made by the seller. Commissioner Cooper suggested deferring that decision until the strategic planning work session (August 10<sup>th</sup>).

Commissioner Cooper said she would like to add revenue enhancements to budget discussions. Mayor Anderson suggested discussion on the 10-year pro forma and on strengths and weaknesses in revenue line items.

Commissioner Cooper asked for the definition of "necessary" improvements as it relates to ARPA funding. Mr. Ardaman reviewed the expenditure guidelines and potential eligible expenses.

**8) Non-Action Items**

a. Board Appointments - Commissioner Weaver

Commissioner Weaver advised of the transfer of Stockton Reeves from the Police Pension Board to Civil Service Board to replace Teresa Pace.

**9) Public Comments | 5 p.m. or soon thereafter (heard after Item 10)**

**10) Consent Agenda**

- a. Approval of the minutes of the regular meeting, June 23, 2021
- b. Approval of the minutes of the work session, June 24, 2021 (Removed by Commissioner Cooper).
- c. Approve the following piggyback contracts:

1. Municipal Emergency Services - Lake County Contract #170606G - Fire Equipment Parts, Supplies and Service; Amount: \$78,000.00 for services on an as-needed basis during the term of the Agreement.
  2. Kompan, Inc. - City of Charlotte/OMNIA Partners Contract #2017001135 - Playground and Outdoor Equipment; Amount: \$100,000.00 for services on an as-needed basis during the term of the Agreement.
  3. Lytx Video Subscription Service; Amount: \$87,000.00 for services on an as-needed basis during the term of the Agreement.
  4. Helena Chemical - South Florida Water Management District Bid #6000001242 - Herbicides, Adjuvants and Algaecides; Amount: \$120,000.00 for services on an as-needed basis during the term of the Agreement.
- d. Approve the following contract
1. ARAG Group - Legal Shield (No cost to the City); Term: October 1, 2021 through September 30, 2024.

**Motion made by Commissioner Cooper to approve the Consent Agenda except Item b; seconded by Commissioner Weaver.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

Item b: Commissioner Cooper commented on the language under (10) Appearance Review on Page 3 and clarified that staff is working on language to identify what levels of drawings will be required depending on the size of the project.

**Motion made by Commissioner Cooper to strike the sentence "Staff will work on who requirement applies to." under (10) Appearance Review; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.**

## **9) Public Comments | 5 p.m. or soon thereafter**

Allison Yurko, attorney and resident, submitted and reviewed a proposed ordinance to address granting of land use change by implication and the procedural process for granting changes.

Mayor Anderson declared a recess at 5:08 p.m. and reconvened the meeting at 5:18 p.m.

Randy Robertson, Winter Park Institute at Rollins College, provided information on their speaker programs and requested funding support in FY 22.

## **11) Action Items Requiring Discussion**

- a. Consideration of engaging a Federal Lobbyist

Mayor Anderson introduced this item to consider retaining a Federal lobbyist to assist in securing federal funding. He reviewed the advantages of retaining a Federal lobbyist including assistance in the purchase the post office property. He advised that that commission could put this out to bid or accept the existing contract at \$6,500/month.



Commissioner Cooper said she supports retaining a Federal lobbyist if the main purpose is to pursue earmarked and ARPA funding, but feels a “deal-maker” is needed to move the post office purchase forward. Discussion followed on the terms of the contract.

**Motion made by Mayor Anderson to approve negotiating a contract with Thorn Run Partners for federal legislative lobbying and advocacy services; seconded by Commissioner DeCiccio.** There were no public comments.

**Motion made by Commissioner Cooper to amend the motion to require deliverables for the post office endeavor be formulated after six months; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.**

**Main motion as amended carried unanimously with a 5-0 vote.**

b. Request to Re-Establish a Lake Killarney Advisory Board.

Mr. Knight showed an aerial view of Lake Killarney indicating the portions of Lake Killarney within the city boundaries. He noted that Orange County has an advisory board with both county and city representatives and reviewed the history of the creation of the board. Staff does not recommend reinstating this board due to potential conflicts between a single lake advisory board and the city’s Lakes and Waterways Board (LWAB).

Commissioner Weaver noted that the city has the responsibility for lake maintenance through an interlocal agreement with Orange County and that Lake Killarney is unique in many ways, i.e., no public boat access, allowance of sea planes.

Commissioner Cooper also spoke on the unique attributes and said a separate board may not be in the best interests of LKAB as it will create inequities with other lakes.

Commissioner Sullivan read portions of an e-mail from Mr. Nicholson, county resident on Lake Killarney, providing a history and current conditions of the lake and asking for reinstatement of the board. Commissioner Sullivan said he feels the residents should have input on the management of the lake through a position on the LWAB and suggested expanding LWAB to add a Lake Killarney resident.

**Motion made by Commissioner Weaver to increase the LWAB to nine members with one member to be a Lake Killarney lakefront property owner; seconded by Commissioner Cooper. (Withdrawn)**

Mayor Anderson said he sees both sides of this issue, one that residents feel the city ignored the conditions of annexation, one of which was to establish this board, and the other side is the duplication of efforts. He suggested that staff look at ways these two boards could co-exist before a decision is made.

After discussion, **Commissioner Weaver withdrew his motion.**

**Motion made by Commissioner Weaver to increase the LWAB to nine members with the two additional members being Lake Killarney lakefront property owners; seconded by Commissioner Cooper. (No action taken due to approval to table.)**

It was noted that that this would come back to the Commission by ordinance to amend the code to clarify language, board membership and manner of appointment.

The following spoke on the city's commitment and in favor of reinstating the LKAB:

John Mitchell, 145 Killarney Drive

Bill Voecks, 2076 Lake Drive

Jean Wall, 2110 Lake Drive (submitted applications to serve of LKAB)

Dave Dickerson, 1300 Fairview Avenue

The Commission discussed the city's commitment and the need to see minutes, information from prior discussions and the city code.

**Motion made by Mayor Anderson to table this matter until staff develops a way for these boards to co-exist and define distinctions and role; seconded by Commissioner Cooper. Motion carried unanimously with a 5-0 vote.**

c. Softball Stadium Improvements - Rollins College

Jason Seeley, Director of Parks and Recreation, showed the proposed location of the new building which will result in the loss of five parking spaces. There will be no increase in operational costs for the city and approval is recommended with the condition that the facility use agreement be updated prior to occupancy of the building.

Rollins College Director of Facilities Services Jeremy Williamson, Assistant Softball Coach Steve Frew, and Architect Martin Cote were present representing Rollins. Mr. Cote displayed and reviewed the site layout, floor plan and exterior renderings.

Concerns were expressed regarding the loss of parking spaces and options were discussed to either retain or recover the loss of parking through on-street parking or relocation of the building.

Commissioner Cooper said she feels the following lease provisions need to be considered: extension of the lease by mutual agreement, city logo in addition to Rollins College on the building and guaranteed use by the City at some designated time. Staff responded to questions clarifying the terms of the lease and demand for use of this facility and Rollins representatives talked about their use of the fields and maintenance.

**Motion made by Commissioner Cooper to approve as recommended with the exception that there will be no loss of parking and that the facility use agreement between City and Rollins College be updated prior to issuing of Certificate of Occupancy; seconded by Commissioner DeCiccio. (Withdrawn after public comment.)**

After discussion, Commissioner Cooper clarified her motion that the five parking spaces must remain or be replaced in a proximate area to the site.

Bill Voecks, 2076 Lake Drive, spoke in favor of redesign to retain on-site parking.

Forest Michael, 358 W. Comstock, urged the Commission to work toward a solution for a defined spot for public use.

Beth Hall, 517 Sylvan Drive, opposed the additional building and urged the Commission to have all of the details in certainty before a decision is made.

**Commissioner Cooper withdrew her motion.**

**Motion made by Commissioner Cooper to allow Rollins to bring back a design showing resolution of the parking issue prior to approval; seconded by Commissioner Weaver.**

Discussion followed on the design and it was clarified that staff will work with Rollins on the design and bring back to Commission for approval.

**Motion made by Commissioner Cooper to amend the motion to require that the facility use agreement between City and Rollins College be updated prior to issuing of Certificate of Occupancy; seconded by Commissioner Weaver. Upon a roll call vote, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote on the main motion as amended, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.**

Mayor Anderson declared a recess at 7:29 p.m. and reconvened the meeting at 7:42 p.m.

d. Progress Point Park

Mayor Anderson noted the intent is to determine whether to move forward with design and construction of certain components of Progress Point, using ARPA funds for some components. Mr. Knight confirmed that those can be used for drainage, but further review is needed of the expanded definition of infrastructure.

Mr. Seeley stated the components being addressed are the realignment of Palmetto and the park space and reviewed the revised line item budget for realignment to \$711,000 which includes additional on-street parking, decorative lighting along the perimeter and parking lot lighting, and remediation. With other infrastructure costs, the total increases to \$771,000.

A rendering was shown indicating the park area and other components. Mr. Seeley reviewed the budget for the park space totaling \$1.375 million which includes \$200,000 for specimen canopy trees.

Staff responded to questions regarding the Mead Garden connector, timeline, infrastructure improvements and work to be performed by staff. It was noted that the cost to brick Palmetto Avenue would increase the cost by approximately \$200,000.

Commissioner Weaver expressed his concern that there is less greenspace as a result of the proposed buildings. He suggested repaving the parking lot on the southwest portion of the site and planting trees around parking lot and suggested removing the southern-most building, increasing the setback of the building fronting on Orange Avenue and decreasing the size of the buildings which will increase the size of the park.

Mayor Anderson showed an aerial view of the site indicating the park, the parking area and the potential buildings at the western edge of the park plus the turnaround.

Commissioner Sullivan supported moving forward with the realignment of Palmetto and planting the larger live oak trees. He suggested grassing and irrigating the park without sidewalks, fountain and landscaping and bricking Palmetto.

Commissioner Cooper agreed with moving forward on planting trees and expressed a preference to remove the interactive fountain (\$300,000) to add more trees.

Commissioner DeCiccio spoke in favor of moving forward with the realignment of Palmetto, tree planting, landscaping and bike paths.

Mayor Anderson summarized the discussion stating the building footprints and the red-brick turnaround will be discussed at a later date. The park and the realignment of Palmetto will be voted upon tonight.

**Motion made by Commissioner Weaver to move forward with realignment if Palmetto, limit buildings to 140 feet south of Orange Avenue to line up with the existing adjacent 50 x 140 lots which would expend the park and no stormwater management under the existing parking area. Motion failed for lack of second.**

**Motion made by Mayor Anderson to frame the RFP generally surrounding the three building sites west of the proposed park; seconded by Commissioner DeCiccio. (Withdrawn after public comments and discussion.)**

**Motion made by Mayor Anderson to adopt the budget for the designated park space as revised with a total budget of \$771,000 (including \$200,000 for large trees. Withdrawn after discussion.**

**Motion made by Mayor Anderson to approve the total revised budget (\$771,000) as presented for realignment of Palmetto plus an additional \$200,000 to brick Palmetto, and the park space (\$1.175 million) plus \$200,000 for specimen oak trees and removing \$300,000 for interactive fountain; seconded by Commissioner Sullivan.**

**Motion made by Commissioner Weaver to approve \$100,000 to repave the parking lot adjacent to Cypress; seconded by Commissioner DeCiccio.**

Forest Michael, 358 W. Comstock, requested an opportunity to present his plan for Progress Point to the entire commission and the public. He stressed the need for a cohesive plan, prepare an accurate budget and then release an RFP for a landscape architect.

After discussion, **Motion regarding the frame of the RFP was withdrawn.** It was clarified that the total budget for Palmetto Avenue and the park was \$2.146 million.

Further discussion was held on the components of the development.

**Motion made by Commissioner Sullivan to amend the motion to remove interior sidewalks (\$100,000) and traditional fountain (\$150,000) at this time. seconded by Commissioner Weaver. (Withdrawn after discussion on the plan, timing of improvements and design preparation.)**

**A single vote was taken on the main motion and amendment. Upon a roll call vote to approve the total revised budget (\$771,000)) as presented for realignment of Palmetto plus an additional \$200,000 to brick Palmetto and for the park space (\$1.175 million) plus \$200,000 for specimen oak trees, less \$300,000 for interactive fountain, and to approve \$100,000 to repave the parking lot adjacent to Cypress, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.**

## **12) Public Hearings**

- a. An Ordinance of the City of Winter Park providing for the annexation of approximately 0.8 +/- acres of real property located at 647/653 Harold Avenue and a portion of the adjacent Harold Avenue right-of-way. (1st reading)

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs reviewed the request and responded to questions.

**Motion made by Commissioner Cooper to approve the ordinance on first reading; seconded by Commissioner DeCiccio.** There were no public comments. **Upon a roll call vote, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.**

- b. An Ordinance Authorizing Orange County Air Quality Monitoring Building Relocation and Lease. (1st Reading)

**Motion made by Commissioner DeCiccio to approve the ordinance on first reading; seconded by Commissioner Cooper.** There were no public comments. **Upon a roll call vote, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.**

- c. Ordinance Establishing a Broadband and Smart City Ad-Hoc Committee. (2nd Reading)

Commissioner DeCiccio spoke on and discussion followed on the number of members, residency requirement and the appointment process.

**Motion made by Mayor Anderson to table to the next meeting; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.**

### **13) City Commission Reports**

Commissioner Sullivan – No report

Commissioner DeCiccio

- Asked that Winter Park Institute be included in the upcoming budget for operational support. Mr. Knight said that this will be added as a budget request.
- Addressed Attorney Yurko's request made under Public Comments. Attorney Ardaman commented on the current code language and said he will review Ms. Yurko's proposed ordinance and give an update in next meeting.

Commissioner Cooper

- Suggested that \$700,000 of ARPA funding be used for infrastructure projects.
- Announced that the city has paid off the debt for the Public Safety Building.
- Spoke on the underlying zoning on Progress Point and said she would like the underlying zoning to be parkland. Consensus to have attorney research.
- Requested a copy of parking management plan for 444 New England.

Commissioner Weaver

- Thanked staff for coordinating Farmer's Market vaccination site.

Mayor Anderson

- Thanked the Commission for moving forward with the Progress Point park.

### **14) Summary of Meeting Actions**

- Commissioner Weaver appointed Stockton Reeves to the Civil Service Board
- Approved the Consent Agenda with amendment to minutes.
- Approved hiring a Federal lobbyist with the addition of a defined deliverable at six months for the Post Office.
- Tabled the matter of Lake Killarney Advisory Board for staff to define how the boards can co-exist.
- Conceptually approved the Rollins Stadium provided Rollins works with staff on the design to ensure there is no loss of parking.
- Approved the budget for realignment of Palmetto and for the Progress Point park
- Approved the annexation of properties on Harold Avenue on first reading.

- Approved the ordinance authorizing the Air Quality Building and Lease.
- Tabled the ordinance on broad band and smart city committee
- Agreed to add the Winter Park Institute on the worksheet for budget requests.
- Directed City Attorney to review ordinance proposed by Ms. Yurko.
- City Attorney to review the underlying zoning at Progress Point.
- Staff to provide parking management plan for 444 W. New England to the commission.

### **15) Adjournment**

The meeting adjourned at 9:58 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the work session, July 15, 2021

## **motion / recommendation**

Approve.

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[071521ws.pdf](#)





# City Commission Work Session Minutes

July 15, 2021 at 1:00 p.m.

Virtual

## **Present:**

Mayor Phil Anderson  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Carolyn Cooper  
Commissioner Todd Weaver

City Manager Randy Knight  
Asst. City Manager Michelle Neuner  
City Attorney Dan Langley  
City Clerk Rene Cranis

## **Also Present:**

Planning and Transportation Director Bronce Stephenson  
Planner Allison McGillis  
Transportation Manager Sarah Walter

### **1) Call to Order**

Commissioner Cooper called the meeting to order at 1:10 p.m.

### **2) Discussion Item(s)**

#### **a. Mobility/Impact Fee Discussion**

Mr. Stephenson gave a presentation on mobility and transportation fees outlining the process and decisions that will need to be made by the Commission to move forward. He responded to questions regarding fee calculation, differences between mobility and impact fees, pros and cons of each fee type (city wide vs. OAO specific), and allowed use of fees. He explained that Kimley-Horn would write the scope of work which will be reviewed by city procurement division and the city attorney.

At the suggestion of Mayor Anderson to create a sub-committee to review the scope of work, Commissioners Cooper and Sullivan agreed to serve. Mayor Anderson stated he would like to have a representative from each advisory board on the subcommittee with Commissioners Cooper and Sullivan. Commissioner Cooper supported review by the Transportation Advisory Board.

Commissioner Cooper asked how the city would apply the fee to large developments that submit applications under the OAO, before the mobility fee is implemented. Mr. Langley advised that the fees cannot be imposed on projects already in the application/approval process. He noted a provision in the statute for impact fees that

requires a 90-day period after the first public advertisement, before the that the ordinance can go into effect and discussion followed.

b. Property Rights Discussion

Mr. Stephenson advised that there is new Property Rights legislation that will affect the adoption of the OAO and other ordinances. Mr. Langley advised that the comp plan must include a Private Property Rights element and that the DEO will not accept or process any Comp Plan amendments, including adoption of the OAO, until the element is adopted. He stated that an ordinance has been drafted using the language recommended by the legislature and should be processed as quickly as possible to avoid delays in adoption of the OAO. Discussion followed on the timeline for adoption as it relates to the OAO.

c. Public Notice

Mayor Anderson referenced Page 2 of the city-wide notice mailer and stated the information may be too complex to understand and may need to be revised.

Mr. Stephenson suggested placing a QR code in the notice for public to directly access the information and presented language that could be added to the mailer.

After discussion on the content, the following was agreed to by consensus:

- Delete the "Existing" Column.
- Leave Current Gross Square Footage. (clarifying that it is the existing building square footage.)
- Change building height by adding building height after number of stories.

Mr. Stephenson asked the Commission if they were comfortable with the adoption timeline. Mayor Anderson asked Mr. Langley what the process would be if the public hearing dates had to be changed. Mr. Langley explained that first reading could be held and the Commission could continue to a time certain; however, if the city does not continue to a time certain, the city would need to re-advertise giving the required 30-day city-wide notice. Mayor Anderson asked to place discussion of the OAO process on the September 8th commission agenda.

Discussion of Progress Point

Commissioner Cooper presented a slide showing building size of properties on Orange Avenue and discussed the comparison of existing buildings to potential buildings on the Progress Point site. She feels first building next to the park needs to be setback from Orange Avenue for a better entrance to the park and multiple buildings at 4600 square foot each are compatible for the site. She stated that she would like to understand from the existing businesses in the corridor how the introduction of retail on the site would

impact their businesses. Commissioner DeCiccio said that business owners voiced no objection in OAO committee meetings and no objections to Mr. Stephenson when asked. Commissioner Cooper reviewed parking needs of area businesses. Discussion followed and consensus was to change the Comp Plan FAR from 25% to 20%.

In-depth discussion followed on development of the site including stormwater management, size and design of building(s) facing the park (overhang of buildings for covered outdoor dining), parking needs and connectivity.

### **3) Adjournment**

Meeting adjourned at 4:11 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Michael Hall	<b>approved by</b> Jennifer Maier, Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Fiscal Stewardship	

## **subject**

Approve the following contracts

## **item list**

1. Anixter, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$175,000.00 for goods on an as needed basis during the term of the Agreement.
2. Electric Supply of Tampa, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$200,000.00 for goods on an as needed basis during the term of the Agreement.
3. Gresco Utility Supply, Inc. - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$150,000.00 for goods on an as needed basis during the term of the Agreement.
4. Stuart C. Irby Company - IFB-20-2019 - Electric Utility Construction and Maintenance Materials; Amount: \$100,000.00 for goods on an as needed basis during the term of the Agreement.

## **motion / recommendation**

Commission approve items as presented and authorize the Mayor to execute the agreements.

## **background**

1-4: A formal solicitation process was conducted by the Procurement Division to award these contracts.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditures included in approved budgets.



# City Commission agenda item

item type Consent Agenda	meeting date July 28, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

## subject

Approve the following piggyback contracts

## item list

1. Hill Manufacturing Company, Inc. - Kentucky Educational Development Corporation - Custodial Equipment, Supplies & Services; Amount: \$90,000.00 for goods on an as-needed basis during the term of the Agreement.
2. Atlantic Pipe Services, LLC. - St. John's County Contract #21-MCC-ATL-13188 - Sewer Pipe and Manhole Rehabilitation; Amount \$750,000.00

## motion / recommendation

Commission approve items as presented and authorize the Mayor to execute the agreements.

## background

1-2: A formal solicitation process was conducted by the originating agency to award these contracts.

## alternatives / other considerations

N/A

## fiscal impact

Total expenditures included in approved budgets.



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Michael Hall	<b>approved by</b> Jennifer Maier, Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Fiscal Stewardship	

## **subject**

Approve the following purchase

## **item list**

1. TEAM Industrial Services, Inc. - Sole Source - Resilient Wedge Insert Valve installation Equipment, Valves and Appurtenances; Amount: \$300,000.00

## **motion / recommendation**

Commission approve items as presented.

## **background**

1: A sole source was posted for seven (7) business days, per Florida Statutes.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditures included in approved budgets.



# City Commission **agenda item**

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Peter Moore	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Fiscal Stewardship	

## **subject**

Budget Discussion & Set Tentative Millage Rate

## **motion / recommendation**

Adopt a tentative millage rate of 4.0923 mills. Adopt a voted debt service millage of 0.2891 mills required to service debt on the General Obligation Bonds, Series 2017 & 2020 (Library & Events Center Bonds).

## **background**

The Commission must adopt and submit the tentative millage rate to the Property Appraiser by July 31st. This is the rate the Property Appraiser will use in preparing the "Notice of Proposed Property Taxes" to all property owners in August 2021. Once the tentative millage rate is set, it may not be exceeded unless an extensive notification to property owners is undertaken. The final millage can be lower than the tentative millage without additional notification requirements. The proposed budget presented to the Commission on July 14th was based on keeping the current operating millage at 4.0923. This would mark the 14th year that the rate has remained unchanged. The combined operating and debt service millage represents a decrease (3.1%) from the combined millage in FY21 as taxable values have risen which reduces the millage necessary to fund the debt payments and the voted debt service for the 2011 bonds that funded the construction of the Public Safety Complex, are now paid off. Winter Park currently holds the lowest operating millage (including accounting for library millage) of any major jurisdiction in Orange County, and is the only municipality to not raise its millage rate since the recession.

## **alternatives / other considerations**

If the Commission chooses, it can adjust the millage rate within certain voting approval requirements at various millage thresholds. Below are the simple majority, super majority, and unanimous voting millage thresholds.

Millage Thresholds	Rate	Tax Revenue
Tentative Millage Rate	4.0923	28,557,284
Rolled-Back Rate	3.9604	27,636,846
Majority Vote	6.2403	43,546,665
Super Majority Vote	6.8643	47,901,122
Unanimous Vote	10.0000	69,782,967

### **fiscal impact**

Property tax revenue is the single largest contributor to General Fund revenues (43% of total revenues) and is the historical driver of revenue growth rates for the General Fund. Small adjustments to the rate can have large impacts on total revenues. As a simple way of considering incremental changes, every ¼-mill increase or decrease in the rate would change annual revenue by \$1.7 million.





# City Commission agenda item

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Peter Moore	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Investment in Public Assets and Infrastructure	

## subject

Permission to draft and issue a Notice Of Disposal (NOD) for the City-owned property at Swoope for the purpose of obtaining a location to build a centralized Parks maintenance facility.

## motion / recommendation

Grant permission to issue an NOD allowing for the swap of some or all of the property to acquire an advantageous location to build a centralized maintenance facility. No outright sale of the property will be considered.

## background

Three advisory boards have addressed the issue of potentially utilizing the city owned property at the Swoope site (631 N. New York Ave.), to provide for the needs of the Parks Department to have an efficient and centralized maintenance facility for the operating equipment that cares for the golf course, Palm Cemetery, Central Park, and other smaller parks in the downtown core. Currently the maintenance operations are partially run out of the old facility at N. New York Ave. (north of Palm Cemetery) and the quonset storage hut located north of the Swoope site. The quonset hut is long past its useful life and the Parks Department, as part of their master plan update, proposed utilizing the Swoope site to build a 4,000 - 6,000 maintenance facility that would allow for sufficient storage to remove the quonset hut and relocate equipment operations to the site. This would free up the old maintenance facility north of the Cemetery and allow it to be repurposed as a cemetery amenity facility that provides indoor columbarium spaces and potentially a \$4 million revenue opportunity for future sales.

While no formal action was taken, the former golf course advisory board supported the efficiency of centralization of services and the Parks Board approved this concept as part of their master plan update. The Economic Development Advisory Board (EDAB) held numerous meetings (discussed by board seven times) on the issue and evaluated different market uses as well as had an appraisal performed back in 2019. While the

appraisal valued the land at the time at just over \$2 million, EDAB recommended in favor of the Parks plan over any other market use, due to constraints of the site (awkward shape, visibility, access, and a water utility pump house that cannot be relocated and that must have 24/7 access). They also cited the economic benefit of the revenue opportunity and beautification to both areas as the enhanced cemetery amenities would be a significant building beautification improvement, and the removal of the unsightly quonset hut would improve the view from the golf course and expand green space. Additional space in Central Park would also be reclaimed because the small maintenance storage building near the RR station would be removed. Preliminary pricing for the 4,000 - 6,000 SF facility was estimated at \$800k before the pandemic arrived and put all plans and funding sources on hold.

In the last few months, staff has had discussions with an adjacent property owner to consider swapping portions of property owned by them for portions of the city owned site. Their deal concept would allow for a more contiguous property that they could redevelop, allow the city to accommodate their needs for centralized operations, and include financial support that would give the city a funding source to build the facility.

Under state statute the city cannot dispose or transfer any part of land without first issuing what is called an NOD, or Notice to Dispose. An NOD is a non-binding solicitation that allows any interested party to respond to an open and transparent process and submit ideas for how the needs of the solicitation may be met. The city would craft a scope for the NOD, it would be out for 30 days, and after that period all responses would be provided to the City Commission for consideration. As the city is not expressing an interest in selling the property, but rather trading all or portions of the property to accommodate its needs, this NOD would include language that provides for the following:

- a. Swap of all or a portion of the Swoope site for land that is adjacent to the golf course to allow for easy access for maintenance.
- b. Land received in any swap must be adequate to support up to a 6,000 SF one or two story warehouse and office facility and required parking and storage areas.
- c. The city will not consider any outright sale of the property.
- d. Any receipt of swapped land that is less in total SF than the city's property must include some sort of financial consideration as compensation, the funds of which can be used towards completing the centralized maintenance facility.
- e. This NOD does not in any way approve any potential future development or plan on the part of any proposer.

If staff is permitted to move forward with an NOD, proposals will be gathered and evaluated and submitted for review by the Commission. There is no requirement to accept any proposal. If a proposal is selected, terms can be negotiated and a swap deal can be brought for final Commission approval.

Time is of the essence because a solution will need to be found for the aging quonset hut, and the cemetery trust fund has been setting aside funding for the columbarium in the last few year's CIP in anticipation of eventually moving this project forward (\$1 million through FY22 CIP). The city has talked about what to do with this site for over two decades. The city has a very real public use to allow for a win/win scenario in which public lands are utilized to facilitate civic uses and promote public parks and efficient operations.

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

The city could consider simply using the Swoope site to build a facility for city use, however this may lack the efficiency and financial benefit of a potential land swap. As this option can always be pursued, it seems prudent to evaluate other options before falling back on this solution.

#### **fiscal impact**

During the City Commission's discussion of strategic capital planning, the \$800k gap was raised as an unfunded short term need for capital. The city set aside \$200k to make the repairs to the old maintenance facility off of New York before the Parks Master Plan revision conceived of this new idea. The total price tag to build a 6,000 SF facility that includes 2,000 SF of office space was estimated to cost about \$800k back in 2019. It is likely that pricing has only gone up and therefore staff still estimates that \$800k is needed to finance this construction and that amount is what is currently listed in the funding gap in the Commission's strategic capital planning spreadsheet.

#### **ATTACHMENTS:**

[Swoope Site Location Map.pdf](#)





## Location Map Swoope Site

City of Winter Park  
Florida

### Legend

 631 N New York Avenue



For informational purposes only





# City Commission agenda item

item type Action Items Requiring Discussion	meeting date July 28, 2021
prepared by Randy Knight	approved by Randy Knight
board approval Completed	
strategic objective	

## subject

Consider allowing Rollins College the use of the old library parking lot for a staging and laydown yard for the Alford Inn expansion project.

## motion / recommendation

Approve the attached Memorandum of Understanding for the temporary use of the old library parking lot for the Alford Inn expansion project laydown and staging.

## background

The Alford Inn expansion project is underway and is anticipated to be complete around January 2023. The contractor is in need of a staging/laydown space near the property. The old library is expected to be vacated by Thanksgiving and Rollins has requested to enter into the attached agreement for the use of that adjacent property.

There is currently no approved use or disposition of the old library site. Staff is having a professional assessment done now on what it will take to bring that building up to a usable condition. That report is due in 9 weeks. At that point the Commission can begin the process of determining what to do with that property.

The major terms of the proposed MOU are as follows:

Term - December 1, 2021 to January 31, 2023

Payment - \$4,000 per month (\$56,000 over the full term)

Access - City will still have access to old library including three dedicated parking spaces. It allows for more to be dedicated if the city needs them.

Termination - 60 day out clause for either party without cause

Restoration - Requires Rollins to restore the parking lot to its pre-use condition or better.

Staff supports approving the attached MOU for the following reasons:

1) It reduces material delivery trucks and other vehicles need to stage in the street while waiting to enter the construction site thereby reducing impact on neighbors.

- 2) It reduced the amount of traffic through downtown going to and from a more distant staging site.
- 3) There is a 60 day out clause so if the city needs the property sooner than the end of the MOU it can give notice and end the agreement.
- 4) It will take some time for the Commission to determine the ultimate use of the property and this agreement will bring in revenue in the meantime while not preventing the city from working on the building if that is the decision.

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

#### **fiscal impact**

\$56,000 of income to the city if used for the full term.

#### **ATTACHMENTS:**

[Memorandum of Understanding - Rollins College.DOCX](#)

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “Agreement”) is made and entered into as of July \_\_\_\_, 2021 (the “Effective Date”) by and between **ROLLINS COLLEGE**, a Florida not-for-profit corporation (“Rollins College”) whose mailing address is 1000 Holt Avenue, Box 2717, Winter Park, FL 32789 and **THE CITY OF WINTER PARK**, a Florida municipal corporation (the “City”), whose mailing address is 401 Park Avenue South, Winter Park, FL 32789.

### WITNESSETH:

**WHEREAS**, Rollins College is expanding the Alford Inn (the “Project”) and the Project will require the use of additional parking facilities; and

**WHEREAS**, the City owns that certain parcel of real property known as the Winter Park Library which is adjacent to the Project and located at 460 E New England Ave, Winter Park, Florida (the “Property”) as more particularly shown on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, Rollins College desires to use the paved parking lot located on the Property as generally described in the rendering shown on Exhibit B attached hereto and incorporated herein (the “Parking Lot”) to temporarily accommodate the Project, reduce traffic on New England Avenue and Lyman Avenue, reduce the use of on-street parking and reduce noise for the adjacent neighbors; and

**WHEREAS**, the City has agreed to grant a license to allow Rollins College to use the Parking Lot pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and as an inducement for the City to allow Rollins College to use the Parking Lot, the parties agree as follows.

1. The foregoing recitals are true and correct and are incorporated herein by this reference as part of this Agreement.

2. The undersigned persons have full legal authority to enter into this agreement on behalf of their respective parties.

3. The City agrees to allow Rollins College to use the Parking Lot as a license grant for a term commencing on December 1, 2021 (or at such time as the Library has vacated the property if later than December 1<sup>st</sup>) and expiring on January 31, 2023 (the “Term”), subject to the terms and conditions set forth in this Agreement. Rollins College may request to extend the Term on a month-to-month basis by submitting a written request to the City no later than sixty (60) days prior to the then-expiration of the Term (the “Request to Extend”). If the City approves the Request to Extend, then the Term shall be extended on a month-to-month basis pursuant to the terms and conditions set forth in this Agreement. Either party may cancel this Agreement with or without



cause and for any or no reason upon sixty (60) days written notice to the other party. 4. On the Effective Date and on the first (1<sup>st</sup>) day of each month during the Term thereafter, Rollins College agrees to pay the City the sum of FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00) as consideration for the use of the Parking Lot (the "Payments"). The Payments shall be made without notice or demand to the mailing address specified for the City in the introduction paragraph of this Agreement, or as otherwise specified by the City. Rollins College acknowledges that as a governmental entity, the City is exempt from payment of sales tax on rent.

5. No Property Interest. The right to use of the Parking Lot granted herein is solely a license for the express purposes set forth in this Agreement and does not grant any leasehold, easement, property or equitable interest in the Parking Lot to Rollins College. The license granted herein is personal to Rollins College and it does not run with the land and title to the Property. City reserves all rights of ownership of the Parking Lot. Rollins College shall ensure that no contractor, subcontractor, materialmen, vendor, supplier or any other entity or person performing work for the Rollins College or for the Project claims or files a lien against the Property or any other City property. The City is exempt from construction liens and mechanics liens.

6. Rollins College shall be allowed to use the entirety of the Parking Lot as it deems reasonably appropriate for the intended use as stated herein and in a manner consistent with the terms of this Agreement. Rollins College shall provide three reserved parking spaces next to the building for visitor and contractor parking for the City. Upon request by the City, additional spaces may be reserved by the City on an as needed basis. The parties expressly acknowledge and agree that Rollins College shall not be permitted to use the interior of the building located on the Property (the "Library") and Rollins College shall have no obligation to maintain the Library.

7. Rollins College agrees to maintain the Parking Lot in a clean and orderly condition. Prior to the expiration of the Term, Rollins College shall remove any of its personal property, debris or other material resulting from Rollins College's use of the Parking Lot. Rollins College shall be responsible for any damage to the Property caused by or arising from its use of the Parking Lot or use by any of its employees, agents, contractors, or subcontractors. Rollins College shall repair and restore the Parking Lot to its previous condition existing prior to this Agreement or better. Rollins College shall comply with all laws, ordinances, regulations and rules in the use of the Parking Lot. Rollins College shall not cause environmental contamination of the Parking Lot or the Property. Rollins College shall not store fuel or petroleum tanks on the Parking Lot. Rollins College agrees that the City and its employees shall have the right to access and inspect the Parking Lot at any time to ensure compliance with this Agreement.

8. Rollins College shall cause their construction partner Balfour Beatty Construction LLC, a Delaware limited liability company ("BB"), to conduct a pre-inspection of the Property and to prepare as-built video and photo documentation of the Parking Lot, sidewalks and landscaping areas on the Property.

9. Rollins College or its contractors, agents, or invitees shall lay plywood under any materials stored on the Parking Lot.

10. Rollins College shall be permitted to erect fencing on the Parking Lot, including a six (6) foot chain link fence with solid wind screen on the back of the Parking Lot connecting to



the corners of the Library and the construction fence as shown on Exhibit B (the "Fence"). The Fence will include two (2) twenty-four (24) foot locked gates. Rollins College will provide the gate combinations to the City to be used for emergency purposes.

11. Rollins College shall cause BB to maintain landscaping located within the fenced area in good condition and repair. Rollins College shall not be required to maintain any landscaping located outside of the fenced area, which shall be maintained by the City. Rollins College shall cause BB to install tree protection barriers at any trees within the fenced area which are reasonably requested by the City. The City shall pay for, monitor, manage and provide utilities, including but not limited to the irrigation systems which service the Property. City shall maintain and provide illumination of the Parking Lot from dusk until dawn using the existing parking lot lighting at no additional cost to Rollins College.

12. Rollins College will not be obligated to provide any on-site security personnel to monitor the Parking Lot or the Library building. However, in no event shall the City be responsible for security and risk protection of vehicles, equipment and materials stored on the Parking Lot by Rollins College or those persons or entities using or accessing the Parking Lot on behalf of Rollins College. The City shall permit BB to install one or more web cameras on the outside of the Library Building or elsewhere on the Parking Lot that will monitor the Parking Lot and the Project area. The web camera(s) will not be monitored in real time, but footage may be provided to the City upon request.

13. Rollins College freely, voluntarily and knowingly executes this Agreement, including the hold harmless and indemnification provisions, with the express intention of releasing, and hereby does release, the City, its officers, directors, agents, servants, and employees, from all liability for any claim, including injury to any person or property, arising out of Rollins College's use of the Parking Lot or the Property.

14. Rollins College understands and assumes all risks to itself, its officials, employees, representatives, agents, and invitees and accepts the use of the Parking Lot as-is. The City makes no representations or warranties (implied or expressed) regarding the condition of Parking Lot or concerning its feasibility for use for its intended purposes.

15. Rollins College agrees to hold harmless, indemnify and defend the City, its representatives, officers, agents, affiliates, and employees, from and against all liability, suits, action, claims, costs, expenses and demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) and expenses of every kind and character, including reasonable attorneys' fees, costs and appeals, arising or resulting, in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of Rollins College or any of its officers, agents, servants, employees, contractors, subcontractors, participants, guests, or invitees arising out of or in any way connected with the use of the Parking Lot or Property or arising from any breach of Rollins College's responsibilities and duties under this Agreement. This indemnification and hold-harmless provision applies to claims and damages regardless of whether Rollins College can claim immunity under Section 440.11, Florida Statutes or other statute. Nothing claimed herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of

sovereign immunity of Section 768.28, Florida Statutes or as otherwise provided by law. This paragraph shall survive termination and expiration of this Agreement.

16. Rollins College shall at its sole cost provide liability coverage in at least the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". The City must be an additional insured on the policy of insurance obtained by Rollins College in compliance with this Agreement, and Rollins shall provide the City with a copy of the policy(ies) of insurance within five (5) days of the Effective Date of this Agreement. Rollins College shall ensure that the insurer's agreement(s) it obtains provides for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. Rollins College agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. The City shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

17. The terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns; provided, however, this Agreement or any right hereunder shall not be assigned by Rollins College without the prior written consent of the City, in the City's sole discretion.

18. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) one (1) day after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

19. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement, and venue shall be in Orange County, Florida.

20. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

21. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

*[signatures to follow]*

IN WITNESS WHEREOF, the parties hereto have made and executed this contract this \_\_\_\_day of \_\_\_\_\_, 2021.

WITNESSES:

ROLLINS COLLEGE, a Florida non-profit corporation

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of ROLLINS COLLEGE, a Florida non-profit corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

ATTEST:

CITY OF WINTER PARK

\_\_\_\_\_  
Rene Cranis, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of the CITY OF WINTER PARK,  
FLORIDA. He (She) ☐ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

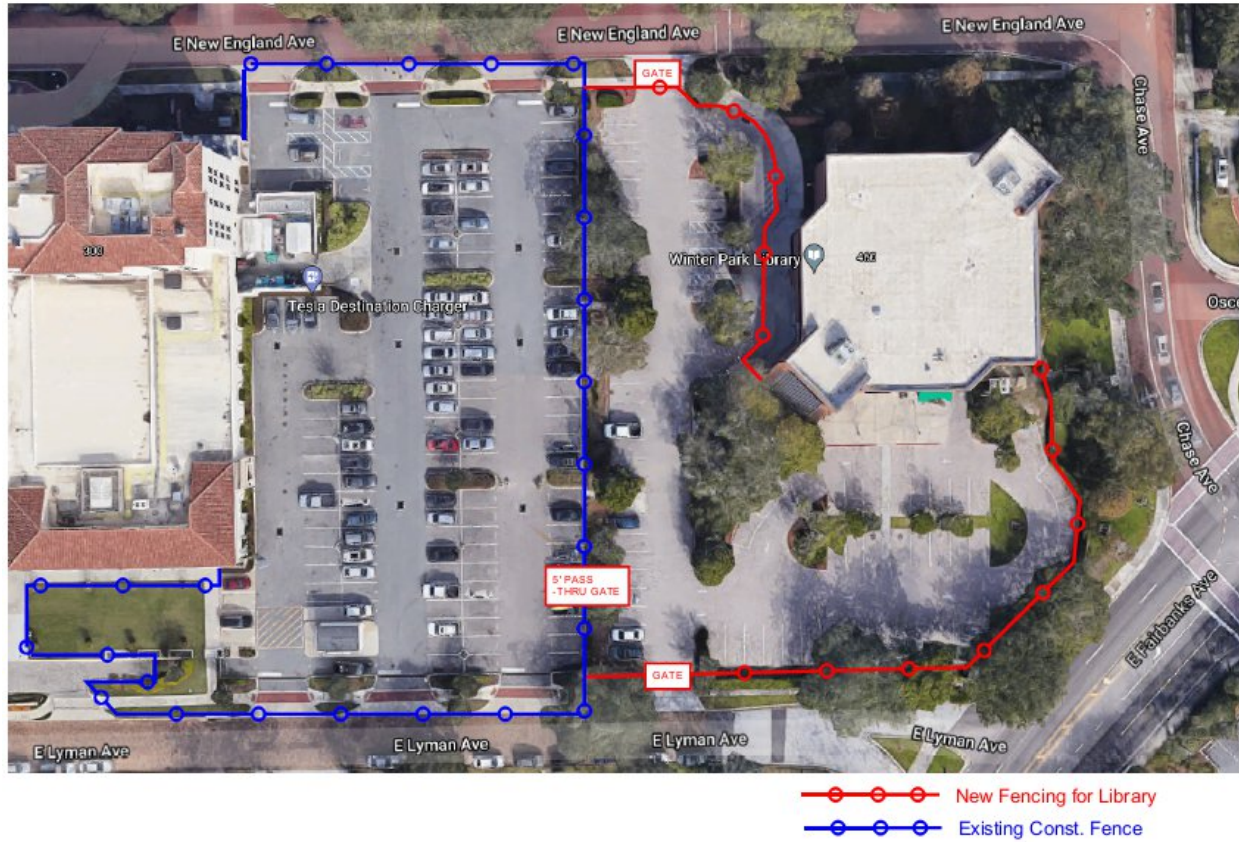
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Exhibit A

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOTS 1 THROUGH 5 & LOTS 29 THRU 33 & E 17 FT OF LOT 28 BLK 60 & E 17 FT OF N1/2 OF LOT 374 & THAT PART OF 14 FT ALLEY LYING CONTIGUOUS TO SAID LOTS (LESS SR R/W PER 1867/731) SEE 2742/1220

## Exhibit B





# City Commission **agenda item**

item type Public Hearings	meeting date July 28, 2021
prepared by Rene Cranis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## subject

Ordinance annexing approximately 0.8 +/- acres of real property located at 647/653 Harold Avenue and a portion of the adjacent Harold Avenue right-of-way. (2nd reading)

## motion / recommendation

Recommendation is for Approval.

## background

This public hearing is for a voluntary annexation to annex two (2) properties on Harold Avenue, as well as a portion of the adjacent Harold Avenue right-of-way, measuring approximately 0.8 acres. These properties are being voluntarily annexed into the City by the property owners.

The Harold Avenue properties are an enclave that was left out of the earlier annexation efforts because it had residential buildings on the site. Now it is vacant and proposed for commercial redevelopment. This annexation will also include a small portion of the Harold Avenue street right-of-way adjacent to this site. Annexing the Harold Avenue property eliminates an enclave.

Once these properties are annexed the city staff will come back with Ordinances to establish the Comprehensive Plan Future Land Use and Zoning designations which will be the same as the existing commercial zoning. However, that cannot be done until the property is officially annexed and must have a recommendation from the Planning and Zoning Board. Thus, those will be on a future Commission agenda.

## alternatives / other considerations

## fiscal impact

## ATTACHMENTS:

[Annexation Ordinance for Harold.doc](#)

ATTACHMENTS:

[Annex Ad for Harold.docx](#)



## ORDINANCE 3208-21

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.78+/- ACRES OF REAL PROPERTY LOCATED AT 647/653 HAROLD AVENUE AND A PORTION OF THE ADJACENT HAROLD AVENUE RIGHT-OF-WAY AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the property owners of two (2) parcels have requested the City enact a voluntary annexation for 647/653 Harold Avenue, as also identified by Orange County Tax Parcel ID #s: 12-22-29-5000-03-061, and 12-22-29-5000-03-081.

**WHEREAS**, the City of Winter Park has included for annexation and portions of the adjacent Harold Avenue right-of-way in order to preclude the creation of an enclave, and

**WHEREAS**, the Subject Properties and Right-of-Way being annexed comprise approximately 0.78 acres; and

**WHEREAS**, the City of Winter Park has determined that the Subject Properties and Right-of-Way are reasonably compact and contiguous to the municipal limits of the City of Winter Park, that annexation of the Subject Properties and Right-of-Way will not result in the creation of an enclave and that the Subject Properties and Right-of-Way meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

**WHEREAS**, the City of Winter Park has provided adequate notice required by general law for the annexation of the Subject Properties and Rights-of-Way and has conducted the required public hearing prior to the adoption of this Ordinance.

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

**SECTION 1: *Recitals.*** The above “Whereas” clauses are true and correct and constitute legislative findings of the City of Winter Park City Commission and are incorporated herein by this reference.

**SECTION 2: *Property Annexed.*** That, after conducting a public hearing and having found that the Owners’ petition for voluntary annexation of the Subject Properties and Right-of-Way meets the prerequisites and standards for annexation under general law, the Subject Properties and Right-of-Way legally defined in Exhibit “A” and

graphically shown on the map attached hereto as Exhibit "B" are hereby annexed into the municipal boundaries of the City of Winter Park.

**SECTION 3: *Effect of Annexation.*** That the City of Winter Park, shall have all of the power, authority, and jurisdiction over and within the Subject Property and Rights-of-Way as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

**SECTION 4: *Apportionment of Debts and Taxes.*** Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

**SECTION 5: *Instructions to Clerk.*** Within seven (7) days following the adoption of this Ordinance, the City Clerk or her designee is directed to file a copy of this Ordinance with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

**SECTION 6: *Severability.*** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**SECTION 7: *Effective Date.*** This Ordinance shall become effective after its adoption at its second reading.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City Commission of the City of Winter Park, Florida.

**APPROVED:**

\_\_\_\_\_  
Phillip Anderson, Mayor

**ATTEST:**

\_\_\_\_\_  
Rene Cranis, City Clerk

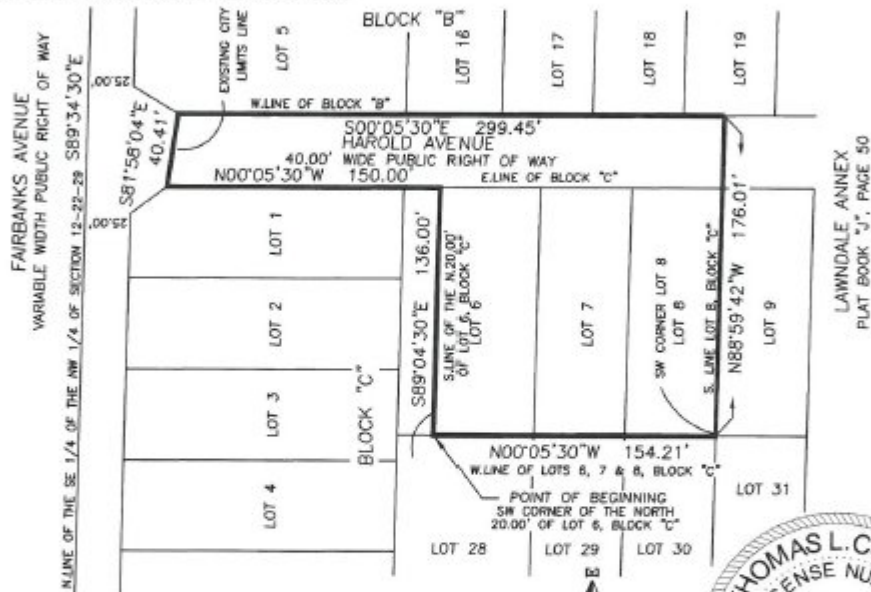
# EXHIBIT "A"

## LEGAL DESCRIPTION

### LEGAL DESCRIPTION

A PART OF HAROLD AVENUE AND A PART OF LOT 6 AND ALL OF LOTS 7 AND 8, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 20.00 FEET OF LOT 6, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S89°04'30"E ALONG THE SOUTH LINE OF SAID NORTH 20.00 FEET OF LOT 6 A DISTANCE OF 136.00 FEET TO THE EAST LINE OF SAID BLOCK "C" AND THE WEST RIGHT OF WAY LINE OF HAROLD AVENUE; THENCE RUN N00°05'30"W ALONG SAID EAST LINE OF BLOCK "C" 150.00 FEET TO THE EXISTING CITY LIMITS LINE OF THE CITY OF WINTER PARK, FLORIDA; THENCE RUN S81°58'04"E ALONG SAID CITY LIMITS LINE 40.41 FEET TO THE WEST LINE OF BLOCK "B", SAID LAWNSDALE ANNEX AND THE EAST RIGHT OF WAY LINE OF AFOREMENTIONED HAROLD AVENUE; THENCE RUN S00°05'30"E ALONG SAID WEST LINE OF BLOCK "B" 299.45 FEET TO AN EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 8, SAID BLOCK "C", LAWNSDALE ANNEX; THENCE RUN N88°59'42"W ALONG SAID EASTERLY PROJECTION AND CONTINUING ALONG SAID SOUTH LINE OF LOT 8 A DISTANCE OF 176.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE RUN N00°05'30"W ALONG SAID WEST LINE OF LOT 8 AND THE WEST LINE OF LOTS 6 AND 7, SAID BLOCK "C" A DISTANCE OF 154.21 FEET TO THE POINT OF BEGINNING. CONTAINS THEREIN 0.76 ACRES, MORE OR LESS.



### SURVEYOR'S NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF FAIRBANKS AVENUE AS BEING S89°34'30"E ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP FOR STATE ROAD 424A SECTION 75006-2501.
- 2) SKETCH AND DESCRIPTION ONLY; NOT A BOUNDARY SURVEY. ALL INFORMATION SHOWN IS TAKEN FROM FDOT RIGHT OF WAY MAP AND THE RECORD PLAT.
- 3) THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

The seal appearing on this document was authorized by Thomas L. Conner



**CITY OF WINTER PARK**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
SURVEY SECTION  
500 N. Virginia Avenue  
Winter Park, Florida 32789  
Phone: (407) 599-3233

PREPARED BY THOMAS L. CONNER, CITY SURVEYOR  
FLORIDA LICENSED SURVEYOR AND MAPPER 154340

### SKETCH OF DESCRIPTION ANNEXATION PARCEL

647 HAROLD  
SECTION 12, TWP 22 S., RGE 29 E.  
CITY OF WINTER PARK, ORANGE COUNTY, FL  
SCALE: 1" = 80' DATE: 07/06/20  
VEIGLE HAROLD ANNEX.DWG

This item has been electronically signed & sealed by Thomas L. Conner Florida Licensed Surveyor and Mapper on the date and time shown. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**EXHIBIT "B"**  
**Map of Area to be Annexed**



# NOTICE OF ANNEXATION

NOTICE is hereby given that public hearings will be held by the Winter Park City Commission on Wednesday, July 14, 2021 at 3:30 p.m. and on Wednesday, July 28, 2021 at 3:30 pm in the Commission Chambers of City Hall, 401 S. Park Avenue, Winter Park, Florida, either in-person or by virtual meeting to consider the following:

## ORDINANCE NO. 3208-21

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.78+/- ACRES OF REAL PROPERTY LOCATED AT 647/653 HAROLD AVENUE AND A PORTION OF THE ADJACENT HAROLD AVENUE RIGHT-OF-WAY AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**



The complete legal description as well as a complete copy of this proposed Ordinance No. 3208-21 may be obtained and inspected at the office of the City Clerk at 401 S. Park Avenue, Winter Park, Florida during regular business hours. All interested parties are invited to attend and be heard. Additional information is available in the City Clerk's office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

NOTE: 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.

Rene Cranis, City Clerk

Publish: Sunday, June 20, 2021 and Sunday, June 27, 2021, Orlando Sentinel





# City Commission **agenda item**

item type Public Hearings	meeting date July 28, 2021
prepared by Rene Cranis	approved by Troy Attaway, Michelle Neuner
board approval Completed	
strategic objective	

## subject

Ordinance authorizing Orange County Air Quality Monitoring Building Relocation and Lease. (2nd Reading)

## motion / recommendation

Approval of staff recommendation and lease agreement.

## background

Currently a 522 sq. ft. building, located nearly in the center of Martin Luther King, Jr. Park, is being leased by the Orange County Department of Environmental Protection (OCDEP) for the purpose of monitoring the long term air quality trends in the region in partnership with FDEP. The current building was built in 1990 replacing a trailer that had been in the park since the mid 1970's and run by the FDEP until the OCDEP took over operations in 1985.

The current lease has expired and the County and City have agreed to extend the terms in recognition of the mutual desire to relocate this building to a less conspicuous location improving the usage of the park by clearing an open space east of the bridge, west of the playground for special events.

The proposed new location is next to the Parks Maintenance Building, just east of Lake Island Hall and is slightly smaller at 480 sq. ft. of internal space.

Since this facility has provided nearly 50 years of continuous data, there is a strong desire to keep the new monitoring station in close proximity to the existing one (remaining in MLK Park). If the City did not allow a lease on the MLK Park site, and Orange County was required to seek another partner in order to continue to provide continuous data, another site would have to be constructed and BOTH sites (existing and new) would have to operate simultaneously for two years in order to correlate the data from the two sites. For these facts, staff feels it is advantageous to continue to partner with Orange County and recommends approval of this lease agreement.

The new building, with an interior measurement of 480 sq.ft., is estimated to cost \$135,000 which will be initially paid by the City of Winter Park and reimbursed to the City by Orange County over a period of five years in equal monthly payments. Amendments

subsequent to the June 23, 2021 Commission Meeting are as follows: 1.) The lease begins with a 15 year lease and renews by mutual agreement in five year increments. 2.) The construction cost of the new building is repaid back to the city in equal monthly payments over a five year period. 3.) The air quality measuring devices height are not specifically addressed in the lease. The County has submitted specifications of the rooftop air quality measuring equipment which do not exceed 8' in height but objects to specific limits being placed in the lease.

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

#### **fiscal impact**

##### **ATTACHMENTS:**

[Ordinance\\_Authorizing\\_Lease\\_of\\_Property\\_to\\_Orange\\_County\\_Florida\\_for\\_Air\\_Quality\\_Mo](#)

##### **ATTACHMENTS:**

[Air Quality Lease 7-6-21.pdf](#)

##### **ATTACHMENTS:**

[Air Quality-Site Plan.pdf](#)

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN CITY-OWNED PROPERTY TO ORANGE COUNTY, FLORIDA, FOR THE OPERATION OF AN AIR QUALITY MONITORING FACILITY, WHICH IS SITUATED ON A PORTION OF THAT CERTAIN PARCEL HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 01-22-29-4512-03-010; PROVIDING FOR CONFLICTS; NON-CODIFICATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.11(2)(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

**WHEREAS**, the City owns fee simple title to real property at 1050 West Morse Boulevard, Winter Park, Florida, a portion of which (the "Leased Premises") will be leased to Orange County, Florida ("Orange County"), which Leased Premises is more specifically described as set forth in **Exhibit B** to the Lease, which is attached hereto and incorporated herein as **Exhibit 1**; and

**WHEREAS**, Orange County ("County") is currently leasing a facility used for air quality monitoring on a month to month basis at a different location, and the City and County desire to lease an alternate facility upon the Leased Premises for such purpose, which facility will be constructed pursuant to the terms of the new Lease on the Leased Premises; and

**WHEREAS**, the County intends to transfer its air quality monitoring operations to the new facility once completed; and

**WHEREAS**, both parties desire that the County occupy and operate the new air quality monitoring facility at the new location upon the Leased Premises; and

**WHEREAS**, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to Orange County, Florida, in accordance with the Lease Agreement, which is attached hereto and incorporated herein as **Exhibit 1** to this Ordinance ("Lease Agreement").

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

**SECTION 1 RECITALS.** The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

**SECTION 2. APPROVAL OF LEASE.** The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit 1**. The Mayor is



hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

**SECTION 3. AUTHORIZATION.** This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

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

**SECTION 5. CODIFICATION.** No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Phil Anderson

ATTEST:

\_\_\_\_\_  
City Clerk, Rene S. Cranis

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**LEASE AGREEMENT**

*between*

**CITY OF WINTER PARK**

*and*

**ORANGE COUNTY, FLORIDA**

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THIS LEASE AGREEMENT (this “**Lease Agreement**”) is made effective as of the date last executed below (the “**Lease Effective Date**”) and entered into by and between **CITY OF WINTER PARK**, a Florida municipal corporation (the “**City**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the “**County**”). The City and County may be referred to individually as “**Party**” or collectively as “**Parties**.”

**RECITALS**

A. This Lease Agreement is in regards to property consisting of approximately 588 square feet located at 1050 West Morse Boulevard, Winter Park, Florida 32789.

B. The County is currently in possession of an alternate building (the “**Previous Leased Premises**”) pursuant to a Lease Agreement dated July 30, 1990 between the Parties, which terminated August 22, 2019 (the “**Expired Lease**”).

C. The County is currently occupying the Previous Leased Premises beyond the expiration of the Expired Lease, and the City has extended the County’s tenancy of such Previous Leased Premises on a month-to-month basis under the same terms and conditions of the Expired Lease, as noted in the Notice of Tenancy at Will dated August 1, 2019.

D. The County has agreed to relocate from the Previous Leased Premises to a new Leased Premises, which is also situated on property owned in fee simple by the City.

E. The City is willing to enter into a new lease with the County for the new Leased Premises, and the County has agreed to vacate the Previous Leased Premises and relocate to the Leased Premises.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the value and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**Section 1.**     **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Lease Agreement.

**Section 2. Documents.**

A. The documents that are incorporated by either reference or attachment and thereby form this Lease Agreement are:

1. This Lease Agreement;
2. **Exhibit A:** Legal Description of Property;
3. **Exhibit B:** Description and Sketch of the Leased Premises;
4. **Exhibit C:** Common Areas and Facilities;
5. **Exhibit D:** Conceptual Plans; and
6. **Exhibit E:** Maintenance Responsibilities.

**Section 3. Property.** The City is the fee simple owner of the property located at 1050 West Morse Boulevard, Winter Park, Florida (the “**Property**”), which is more specifically described in the *Legal Description of Property* attached to this Lease Agreement as **Exhibit “A.”** The portion of the Property upon which the County, pursuant to this Lease Agreement, will have an exclusive leasehold interest (i.e. the Leased Premises) is more specifically depicted in the *Description and Sketch of the Leased Premises* attached to this Lease Agreement as **Exhibit “B.”**

**Section 4. Lease and License.**

A. The City, in consideration of the payments or rents made to it by the County as described in this Lease Agreement, does hereby agree to:

1. Exclusively lease to the County the space as set forth in the *Legal Description of the Property* and depicted in the *Description and Sketch of the Leased Premises*, attached hereto and incorporated herein as **Exhibit “B”** (the “**Leased Premises**”), which Leased Premises is located on the Property for the limited purposes set forth herein; and
2. Grant to the County the non-exclusive right, license, and privilege of accessing and using the common areas and facilities located within and around the Leased Premises, as described in the *Common Areas and Facilities* attached to this Lease Agreement as **Exhibit “C”** to support the County’s use of the Leased Premises for the limited purposes set forth herein.
3. The County’s use of the Leased Premises shall be limited to the placement, maintenance, and operation of air quality monitoring and testing equipment and facilities ancillary thereto located at the Leased Premises.

**Section 5. Term.**

A. **Term.** The term of this Lease Agreement will commence on the first day of the first month following the Work Completion Date (the “**Lease Commencement Date**”) and expire sixty (60) months thereafter (“**Lease Term**”).

B. **Renewal.** County may renew this Lease Agreement for no more than two (2) additional terms not to exceed five (5) years each (the “**Renewal Term**”), by providing written notice to the City at least one hundred twenty (120) calendar days prior to the expiration of the Lease Term. The Lease Term and the Renewal Term, if exercised, are collectively referred to herein as the “**Term**”.

1. **Optional Renewal Term(s).** Following the County’s first Renewal Term, City and County may, but will not be required to, renew this Lease Agreement in five- (5) year consecutive terms (each a “Future Renewal Term”), which must be entered into by written agreement and executed by both Parties.

C. **Delegation.** By executing this Lease Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Division Manager, or his/her designee, the authority to execute any permitted renewals of this Lease Agreement.

#### **Section 6. Rent.**

A. **Rent.** The County shall make an annual payment of one dollar (\$1.00) in rent (“**Gross Rent**”) during the Lease Term. The Gross Rent is due to the City on the first business day of each lease year during the Lease Term. Gross Rent for any Renewal Terms will be an annual payment of one dollar (\$1.00). County has the right, but not the obligation, to remit payment for the entire applicable term in advance. Payments of Gross Rent are to be made payable to: The City of Winter Park, Parks and Recreation Department, 401 South Park Avenue, Winter Park, FL 32789.

B. **Sales and Use Taxes.** The County represents to the City that its rights of tenancy and occupancy under this Lease Agreement are exempt from the imposition of Florida State sales and use taxes. The County shall furnish to the City satisfactory proof of such exemption, and the County will not be liable for payment of such taxes for so long as the exemption is in effect. Regardless of the foregoing, County is liable to the City for any taxes assessed against the Leased Premises or underlying fee on account of the County’s use of the Leased Premises for purposes other than governmental, municipal, or public purposes as defined in the Florida Constitution.

#### **Section 7. Development of the Property and Leased Premises.**

A. The City will cause final plans for the Leased Premises to be prepared in substantial conformance with the conceptual plans attached to this Lease Agreement as **Exhibit “D”** (the “**Conceptual Plans**”) and provide the final plans to the County for review within fifteen (15) days after the Lease Effective Date. The County will review the final plans and provide any comments to the City in writing within fifteen (15) days after receipt. If the County provides written comments, the County and City will diligently work in good faith to address those comments and approve the final plans. The Parties shall enter into an addendum to this Lease Agreement evidencing the approval of the final construction plans by the Parties (the “**Addendum**”) prior to commencement of construction of the Leased Premises. The parapet or screening wall shown in the Conceptual Plans will be constructed in accordance with the requirements of the Environmental Protection Agency, as may be amended from time to time.

- i. **Delegation.** By approving and executing this Lease Agreement, the Orange County Board of County Commissioners hereby delegates to the Environmental Protection Division Manager, or his/her designee, the authority to approve the final plans for the Leased Premises and execute the Addendum s.
- B. The City shall permit, engineer, and construct the Leased Premises in accordance with the final plans approved by the Parties and attached to the Addendum (the “**Final Plans**”).
- C. County shall reimburse City, as Additional Rent, up to a maximum amount of One Hundred and Thirty Five Thousand Dollars and No/100 (\$135,000.00) (the “**Reimbursement Cap**”), for City’s actual, reasonable design, engineering, permitting, and construction costs (the “**Development Costs**”) incurred to develop and prepare the Property and Leased Premises for County’s use in accordance with the Final Plans (the “**Development Work**”). The date on which the Development Work is completed to the County’s satisfaction and County gives City written notice of County’s acceptance of the Development Work will be referred to herein as the “**Work Completion Date**”.
- D. Following the completion of the Development Work, as evidenced by receipt of (i) applicable permits, (ii) certificate of occupancy, (iii) other necessary governmental approvals, (iv) a certificate from the City’s engineer of record certifying that the Development Work has been completed in accordance with the Final Plans, and (v) written notice of completion from City to County, City shall provide County with written notice of the Development Costs together with: (i) copies of draw requests, proof of payment, and/or invoices evidencing the City’s payment of Development Costs paid by the City; (ii) applicable lien releases from the City’s contractors and subcontractors; and (iii) such other documentation as may be reasonably necessary or reasonably requested by the County to substantiate the amount of Development Costs claimed by City. County’s review of the Development Costs must be performed in good faith, and the County’s approval of claimed Development Costs may not be unreasonably withheld, conditioned, or delayed.
- E. County shall reimburse City for the lesser of the Reimbursement Cap or the County-approved Development Costs, which Development Costs will be amortized over a period of five (5) years with no interest and paid by County in equal monthly payments (the “**Monthly Development Payment**”) **throughout the first five years of the Term.** Prior to the Lease Commencement Date, City and County will execute a separate written instrument setting forth the Monthly Development Payment and its calculation, including, without limitation, a statement of the County-approved Development Costs and whether the Reimbursement Cap was applicable. County’s Real Estate Division, acting through its Manager or such Manager’s designee, is authorized to execute such written instrument on behalf of County, and neither City nor County may unreasonably withhold, condition, or delay its approval of such written instrument.
- F. County may, but will not be required to, prepay the whole unpaid balance for the Development Work at any time without premium or penalty.

G. If the County terminates this Lease Agreement prior to the natural expiration date of this Lease and pursuant to Section 15.A. (termination for convenience), the unpaid balance of the Development Costs as of the lease termination date will be due and payable by the County to the City upon such termination of this Lease Agreement. At such time, the City shall provide the County with an invoice for the unpaid balance of the Development Costs due and owing by the County upon the termination of this Lease Agreement, and County shall pay the same within sixty (60) days after receipt of the invoice. If the County terminates this Lease Agreement pursuant to Section 15.B. as a result of the City's failure to cure a default, the County will not be liable for any outstanding balance of the Development Costs. If the City terminates this Lease Agreement pursuant to Section 15.B. as a result of the County's failure to cure a default, the unpaid balance of the Development Costs as of the lease termination date will be due and payable by County to the City upon the termination of this Lease Agreement; at which time, City shall provide County with an invoice for the unpaid balance of the Development Costs due and owing by County, and County shall pay the same within forty-five (45) days after receipt of the invoice

**Section 8. Care, Repair, Utilities, and Cleanliness.**

A. **Care of Leased Premises.** Upon completion of the Development Work, the County will be responsible for the upkeep, operation, maintenance, repair, and janitorial services with regard to the interior and exterior elements of the Leased Premises, including the maintenance of any utilities and HVAC systems. Regardless of the foregoing, the County, prior to commencing the construction or installation of any accessory structures on the property or any improvements to the exterior of any building or structures situated on the Leased Premises, (other than air quality monitoring and testing equipment and facilities) including, but not limited to, paint color, roofing, walls, or exterior cladding, must obtain written consent from the City to install or construct any such accessory structures or make any exterior improvements, it being understood that the Leased Premises must be kept in conformity with the City's aesthetic goals for the surrounding area. The City will provide written consent within 30 days of receiving a request for alteration. The Parties shall comply with, fulfill, and be responsible for all costs and maintenance, operations, system repair, and janitorial services associated with their respective responsibilities to the Leased Premises as described in the *Maintenance Responsibilities* attached to this Lease Agreement as **Exhibit "E."** If the County fails to comply with and fulfill its responsibilities regarding the maintenance of the Leased Premises as described in the *Maintenance Responsibilities*, the City may meet those obligations on behalf of the County.

1. Prior to exercising its right under this provision to meet the County's obligations, the City shall provide five (5) business days written notice to the County in order to provide the County with an opportunity to correct any such failure.
2. The City reserves the right to invoice the County for the fair market value of any action taken, or service provided, by the City under this provision.

B. **City's Responsibilities.** Notwithstanding the obligations set forth in the *Maintenance Responsibilities*, the City will be responsible for landscaping and grounds maintenance, any

property and ad valorem taxes that may accrue, and the cost of insuring those elements of the Leased Premises owned by the City.

C. **Utilities of Leased Premises.** The County shall promptly pay all telephone utility bills for the Leased Premises, which service the County shall cause to be installed at its own expense. The County shall pay its proportionate share, which the parties agree is five-percent (5%), of all charges for water, sewer, gas, electricity, light, alarms, and other utilities jointly metered with other premises in the Property. The County shall be responsible for its proportionate share of required maintenance of any joint meters. Regardless of the foregoing, the City will be installing, at the City's expense, a separate electrical meter(s) for the facilities located on the Leased Premises, and the County will be solely responsible for any utilities charges incurred in connection with such meter(s) as contemplated in Exhibit E – Maintenance Responsibility. The City is not liable for damages or otherwise to the County if the furnishing of any utility or any other services to the Leased Premises (regardless of whether furnished by City) is interrupted, reduced, or altered by any cause whatsoever unless such is due to the gross negligence of the City.

D. **Hazardous Materials.** The County will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants in or on the Leased Premises or on the Property. The County shall immediately notify the City and any and all appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, shall take complete corrective action to clean and remove the material and restore the Leased Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance. Such corrective action will be at the County's own expense.

## **Section 9. Lease Restrictions.**

A. **Permitted Use.** The County's use of the Leased Premises is limited to the purpose(s) contemplated by this Lease Agreement which is the placement, maintenance, and operation of air quality monitoring and testing equipment and facilities (the "**Permitted Use**"). The County may use the Leased Premises and the Property for purposes related to the Permitted Use with City's consent, which will not be unreasonably withheld or delayed. The Leased Premises may not be used for any illegal purposes, to create any nuisance or trespass, or so as to jeopardize the insurance coverage for or increase the rate of insurance on the Property.

B. **Fixtures and Alterations.** The County may not alter or make additions to the Leased Premises, nor attach or affix any article to the exterior of any buildings or structures located on the Leased Premises, (other than air quality monitoring and testing equipment and facilities) nor permit any sound device that could be considered loud or annoying, or in any manner deface the Leased Premises, without the written notice by the County to the City or as provided for in this Lease Agreement. The County may not build, construct, change, modify, or otherwise make any interior improvements to any building or structure on the Leased Premises, or attach any fixtures in or to the Leased Premises (other than air quality monitoring and testing equipment and facilities) absent an agreement in writing as between the parties. Regardless of the foregoing, the County may make interior improvements or replace failed fixtures absent such an agreement where required due to exigent circumstances, provided that such improvements are functionally

equivalent to the pre-existing improvements, do not unduly interfere with existing improvements, and are required to replace or otherwise repair the failed fixture or improvements.

C. **Signs.** The County may not install or locate signs on any part of the Leased Premises without first obtaining the City's written consent, which consent may not be unreasonably withheld or delayed. Any signs installed by the County with the City's permission must be maintained in good repair and must be removed at the County's expense prior to the expiration of the Term unless excused in writing by the City, and any building or grounds damage caused by the sign shall be restored by the County at its own expense prior to the expiration of the Term.

D. **City's Right of Entry.** The City, including any authorized representatives of the City and upon at least seventy-two (72) hours' notice to the County, has the right to enter the Leased Premises: (1) to determine whether the Leased Premises are in good condition and whether the County is complying with its obligations under this Lease Agreement; or (2) to make repairs to the Leased Premises if not performed by the County. The City may disregard such notice requirement in emergency situations only. The City will not be liable in any manner for any inconvenience, disturbance, or nuisance arising out of the City's entry on the Leased Premises, except for damage to County-owned property resulting from the acts or omissions of City or its authorized representatives.

E. **Laws, Regulations, Permitting, and Licensing.** The parties must comply with all Federal, State, and local ordinances, rules, and regulations in any way related to the Permitted Use of the Leased Premises or any associated operations. Additionally, the County shall comply with all reasonable requests made by the City for the protection, welfare, and orderly management of the Leased Premises and the Property. Nothing in this Lease Agreement may be construed to relieve either Party of its respective obligations to comply with all applicable provisions of the Orange County Code or Winter Park Code of Ordinances, or to obtain federal, state, county, or other permits, as applicable. The Parties shall maintain all required permits and licensing needed for operation of the Property and Leased Premises.

#### **Section 10. Access to Property and Leased Premises.**

A. **Access to Leased Premises.** The County has unlimited and exclusive access to the Leased Premises during the Lease Term. The City has no liability to the County, its employees, volunteers, agents, invitees, or licensees for losses due to theft or burglary (unless caused by the gross negligence of the City) or for damages done by unauthorized persons on the Leased Premises, and the City is not required to insure against any such losses. The County shall cooperate fully in the City's efforts to maintain security within the Leased Premises and follow all regulations promulgated by the City with respect thereto.

B. **Parking.** The City hereby grants to the County non-exclusive use of the general parking facilities for County personnel at a level of use in accordance with the County's past use and practice under the Existing Lease, as further described in *Common Areas and Facilities* attached to this Lease Agreement as **Exhibit "C."** The City shall ensure that parking is available to the County, its employees, volunteers, and clients during the times that the County operates at the Leased Premises. Said parking includes, but is not limited to, the County's trailers and vehicles.



If the City installs electric vehicle charging stations into the general parking facilities (outlined in **Exhibit “C”**), the County will be permitted non-exclusive use of such charging stations. The City shall maintain and insure the Common Areas and Facilities. The parking of County vehicles at or near the Leased Premises is restricted to actual parking spaces intended for such use and may not be done in such a manner so as to interfere with City operations or ingress or egress from the Property.

C. **Keys to Leased Premises.** The City shall ensure that the County has access to the Leased Premises by providing the County with any necessary keys, codes, or other tools or information necessary to access the Leased Premises no later than the Lease Effective Date. The City will be responsible for the changing of locks for the Leased Premises and any associated costs. However, if the County requests a changing of the locks, the County will be responsible for such changes and any costs associated therewith. Per United States Environmental Protection Agency guidelines, the City will provide the County with a list of all City personnel with access to any such keys, codes, or other access tools or information.

## **Section 11.    Interruption of Service.**

### **A.    Force Majeure.**

1.    The City does not warrant that any services to be provided by the City, or any third party, will be free from interruption due to unavoidable delays or causes beyond the City’s reasonable control.
2.    Unavoidable delays are deemed to include delays in the performance of any of the obligations under the terms of this Lease Agreement resulting from acts of God, strikes, lockouts, or other disturbances; acts of civil disobedience; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
3.    In the event of unavoidable delays in the making of repairs by the City or a third party, the City will notify the County in writing within ten (10) business days of such unavoidable delay(s) of: (1) the nature of the unavoidable delay; and (2) the anticipated date upon which such repairs shall be completed. If the City provides such notice to the County, the unavoidable delay may not be deemed an eviction or disturbance of County’s use and possession of the Leased Premises, nor render City liable to the County for damages.

4. If such unavoidable delay results in the County being unable to occupy the Leased Premises for the Permitted Use for a period longer than sixty (60) calendar days, the County may voluntarily terminate this lease without any further obligations to the City.

**B. Loss of Use.**

1. If the Leased Premises becomes partially or wholly untenable through no fault of the County and due to causes not otherwise excused by the Force Majeure provision above, the City has the obligation to repair the Leased Premises to the same or substantially similar condition as they were received on the Lease Effective Date within a reasonable period of time. If the County believes that the City is not upholding their obligations to repair the Leased Premises, the County must notify the City of such in writing.
2. The Parties shall meet and mutually agree upon a date, in writing, that the Leased Premises will be restored to a wholly tenantable condition that is in a same or substantially similar condition to the Leased Premises as they were received on the Lease Effective Date ("**Expected Tenantable Date**"). Both parties agree that they shall act in good faith in the establishment of a reasonable Expected Tenantable Date.
3. If the Parties cannot mutually agree upon an Expected Tenantable Date in writing, the default Expected Tenantable Date will be thirty (30) calendar days from the date of the City's receipt of the County's notice of untenability.

**Section 12. Insurance.**

A. Without waiving its sovereign immunity or the limitations of Section 768.28 of the Florida Statutes, the County shall procure and maintain at its expense throughout the term of this Lease Agreement the following insurance coverage. Coverage may be through a self-insurance program or commercial insurance which the City finds acceptable.

1. Commercial General liability insurance in an amount not less than \$200,000.00 (two hundred thousand) to cover the operations of the County and any claims associated with liability for injury and/or death of any persons or persons and for damage to personal property occasioned by or arising out of any construction, condition, use or occupancy of the Leased Premises.
2. All-risk property insurance in an amount not less than the full replacement value of the final completed building, the County's furniture, equipment, supplies and any other property owned, leased, held or possessed by the County. Notwithstanding the foregoing, until issuance of a certificate of occupancy, City or City's contractor will insure the building during construction under a builders' risk policy.

B. The County shall provide City with a certificate(s) of insurance prior to the Lease Commencement Date and at every renewal throughout the term of this Lease Agreement. All commercial policies must provide that the insurer will not cancel, alter, or allow expiration or other termination thereof without at least thirty (30) days prior written notice from said insurer to City. The foregoing insurance requirements may be met with excess or umbrella policies providing functionally equivalent coverage or, with the written approval of the City's risk manager, a self-insured retention program providing functionally equivalent coverage.

### **Section 13. Indemnification.**

A. To the fullest extent permitted by Section 768.28, Florida Statutes, each Party (the **"Indemnifying Party"**) shall release, defend, indemnify, and hold harmless the other Party, its officials and employees from all losses and expenses, claims and damages, demands, suits or other actions or any liability attributable to the Indemnifying Party's negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the Indemnifying Party's negligent performance associated with the operation, care, use and maintenance of the Leased Premises. Nothing herein is intended to act as a waiver of the Parties sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and regardless of anything set forth in this Lease to the contrary, nothing in this Lease may be construed or otherwise interpreted as requiring one party to indemnify or insure the other party for the other party's negligence in contravention of § 768.28(19), Florida Statutes (2020).

**Section 14. Party Relationship.** The City's relationship with the County will be that of landlord and tenant, respectively. Nothing contained in this Lease Agreement may be interpreted or construed as creating any partnership, association, joint venture, fiduciary or agency relationship between the County and the City. The County's employees and volunteers are not, nor may they be construed or held as, employees or agents of the City for any purpose, including any Worker's Compensation purposes. Neither party has the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Lease Agreement.

### **Section 15. Termination.**

A. **Termination for Convenience.** County has the right to terminate this Lease Agreement by providing six (6) months' advance written notice to City at any time during the Term or Renewal Terms of this Lease Agreement.

B. **Termination for Cause.** The failure of either Party, including its employees or contractors, to comply with any covenant or condition of this Lease Agreement will constitute a breach of this Lease Agreement, rendering the breaching party in default. In the event of default by either Party, the non-defaulting party will provide the defaulting party with written notice of default specifying the nature of the default and an opportunity to cure. The defaulting party must cure the default within thirty (30) calendar days from the date the defaulting party receives notice, or within a reasonable timeframe as mutually agreed upon by both parties in writing. If the defaulting party fails to cure the breach to the non-defaulting party's satisfaction within the aforementioned timeframe, the non-defaulting party may terminate this Lease Agreement for cause by providing the defaulting party with a ninety (90) calendar day notice of termination.

C. **Delegation.** By execution of this Lease Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Division Manager, or their designee, the authority to execute any termination notice to this Lease Agreement (except for termination notices provided pursuant to Section 15.A. that would result in an obligation of the County to reimburse the City for unpaid Development Costs).

D. **Eminent Domain.** If the whole or any part of the property of which the Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the County cannot continue to operate in the Leased Premises, then the term of this Lease shall cease as of the day possession is taken by such public authority. The County may seek apportionment of the amount awarded for any taking under the power of eminent domain; however, in no event may such apportionment claim exceed the amount paid by the County to reimburse the City for its Development Costs pursuant to this Agreement.

**Section 16.** **Redelivery of Leased Premises.** The County shall, on the expiration or earlier termination of this Lease Agreement, deliver the Leased Premises in as good of order and condition as received on the Lease Effective Date, ordinary wear and tear excepted. The County shall promptly surrender all keys for the Leased Premises to the City and may not keep copies of any such keys.

**Section 17.** **Notices.** Notices to either party provided for in this Lease Agreement will be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

**To City:** City of Winter Park, City Hall  
Attn: City Manager  
401 S Park Avenue South  
Winter Park, Florida 32789

**To the County:** Orange County Administrator  
Orange County Administration Building  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**AND**

Orange County Real Estate Management  
Attn: Manager  
400 East South Street, 5th Floor  
Orlando, Florida 32801

**AND**

Orange County Environmental Protection Division

Attn: Manager  
3165 McCrory Place, Suite 200  
Orlando, FL 32803

**Section 18.    General Provisions.**

- A.    **Recording.** Neither party may record this Lease Agreement in the official public records of Orange County, Florida. Doing so would place such party in breach of this Lease Agreement and provide the other party with the option to terminate this Lease Agreement without penalty or further cost or expense.
- B.    **Warranty of Quiet Enjoyment.** The County, upon keeping and performing its covenants under this Lease Agreement, will peacefully and quietly hold, occupy, and enjoy the Leased Premises during the Lease Term and Renewal Terms without any let, hindrance, or molestation by City, or any persons lawfully claiming under the City.
- C.    **Use of County / City Logos.** Neither party may use of any of the other party's emblems, logos, or identifiers without written permission from the other party.
- D.    **Holdover.** If the County remains in the Leased Premises beyond the expiration or earlier termination of the Lease Term, or applicable Renewal Term, without a written agreement extending or renewing the tenancy, then the tenancy will be extended under the same terms and conditions of this Lease Agreement ("**Holdover Tenancy**"). If the City wishes to end the Holdover Tenancy, then the City shall provide the County sixty (60) calendar days' written notice to vacate the Leased Premises. In such event, any rent owed by the County will be prorated from the date that the County receives the sixty (60) calendar day notice to vacate to the date that the County fully vacates the premises.
- E.    **Radon Gas – Notice to Prospective Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.
- F.    **Mold – Notice to Prospective Tenant.** The County agrees to hold City harmless and release the City from any liability if any mold contaminants are discovered on the Leased Premises. The County understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high level in a living environment. City agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.
- G.    **No Waiver of Sovereign Immunity.** Nothing contained in this Lease Agreement may constitute, or be in any way construed to be, a waiver of the County's or the City's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

- H. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Lease Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Lease Agreement. The parties deem the services to be rendered pursuant to this Lease Agreement to be personal in nature. As such, neither party may assign, sublet, convey, or transfer its interest in this Lease Agreement without the written consent of the other, which consent will be in the sole determination of the party with the right to consent.
- I. **Waiver.** No waiver of any of the covenants and agreements contained in this Lease Agreement or of any breach of said covenants and agreements may be interpreted or construed as constituting a waiver of any other subsequent breach of such covenants and agreements or to justify or authorizing the non-observance at any time of the same or of any other covenants and agreements.
- J. **Remedies.** No remedy in this Lease Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Lease Agreement may preclude any other or further exercise of any right, power, or remedy.
- K. **Liability.** Neither party will be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to this Lease Agreement or any breach by the other party of this Lease Agreement, regardless of any notice of the possibility of such damages.
- L. **Governing Law.** This Lease Agreement, and any and all actions directly or indirectly associated with this Lease Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.
- M. **Venue.** For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. If any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.
- N. ***Intentionally left blank.***
- O. **Jury Waiver.** Each party to this Lease Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Lease Agreement.
- P. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Lease Agreement, the Parties will each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Lease Agreement and any litigation that arises either directly, or indirectly, from this Lease Agreement.

- Q. **No Representations.** Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understood the scope and effect of the provisions of this Lease Agreement. Neither party has relied upon any representations or statements made by the other party regarding this Lease Agreement that are not specifically set forth in this Lease Agreement.
- R. **Headings.** The headings or captions of articles, sections, or subsections used in this Lease Agreement are for convenience and reference only and are not otherwise intended to define or limit the contents of such articles, sections, or subsections, nor are they to affect the construction of or to be taken into consideration in interpreting this Lease Agreement.
- S. **Survivorship.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.
- T. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by its respective governing board to enter into and perform this Lease Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Lease Agreement as stated.
- U. **No Third Party Beneficiaries.** Nothing in this Lease Agreement, express or implied, is intended to, or confers, upon any person, other than the parties, including the respective successors and permitted assigns of the parties, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Lease Agreement.
- V. **Severability.** The provisions of this Lease Agreement are declared by the parties to be severable. However, the material provisions of this Lease Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease Agreement. Therefore, if any material term, provision, covenant, or condition of this Lease Agreement is held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- W. **Written Modification.** Unless otherwise explicitly stated in this Lease Agreement, no modification of this Lease Agreement may be binding upon any party to this Lease Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Lease Agreement.

**Section 18. Entire Lease Agreement.** This Lease Agreement and any attached or incorporated documents set forth constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any

Project: Lake Island Estates / Winter Park AQM

Lease File #4002

and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Lease Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



Project: Lake Island Estates / Winter Park AQM

Lease File #4002

**IN WITNESS WHEREOF**, the County and City have caused this Lease Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Lease Effective Date.

**“City”**

**CITY OF WINTER PARK, FLORIDA**

By: \_\_\_\_\_

Phil Anderson

Mayor

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

Project: Lake Island Estates / Winter Park AQM

Lease File #4002

**IN WITNESS WHEREOF**, the County and City have caused this Lease Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Lease Effective Date.

**“County”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings

Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, Comptroller  
As Clerk of the Board of County Commissioners

\_\_\_\_\_  
By: Deputy Clerk

Date: \_\_\_\_\_

## EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

City is fee simple owner of the Property described below. The Property contains the Leased Premises, which is described in Exhibit B.

### A. Description of the Property

LAKE ISLAND ESTATES M/95 ALL BLKS 3 4 6 TO 9 & 11 TO 13

### B. Sketch of the Property



**EXHIBIT B**  
**LEGAL DESCRIPTION OF LEASED PREMISES**

**The Leased Premises**

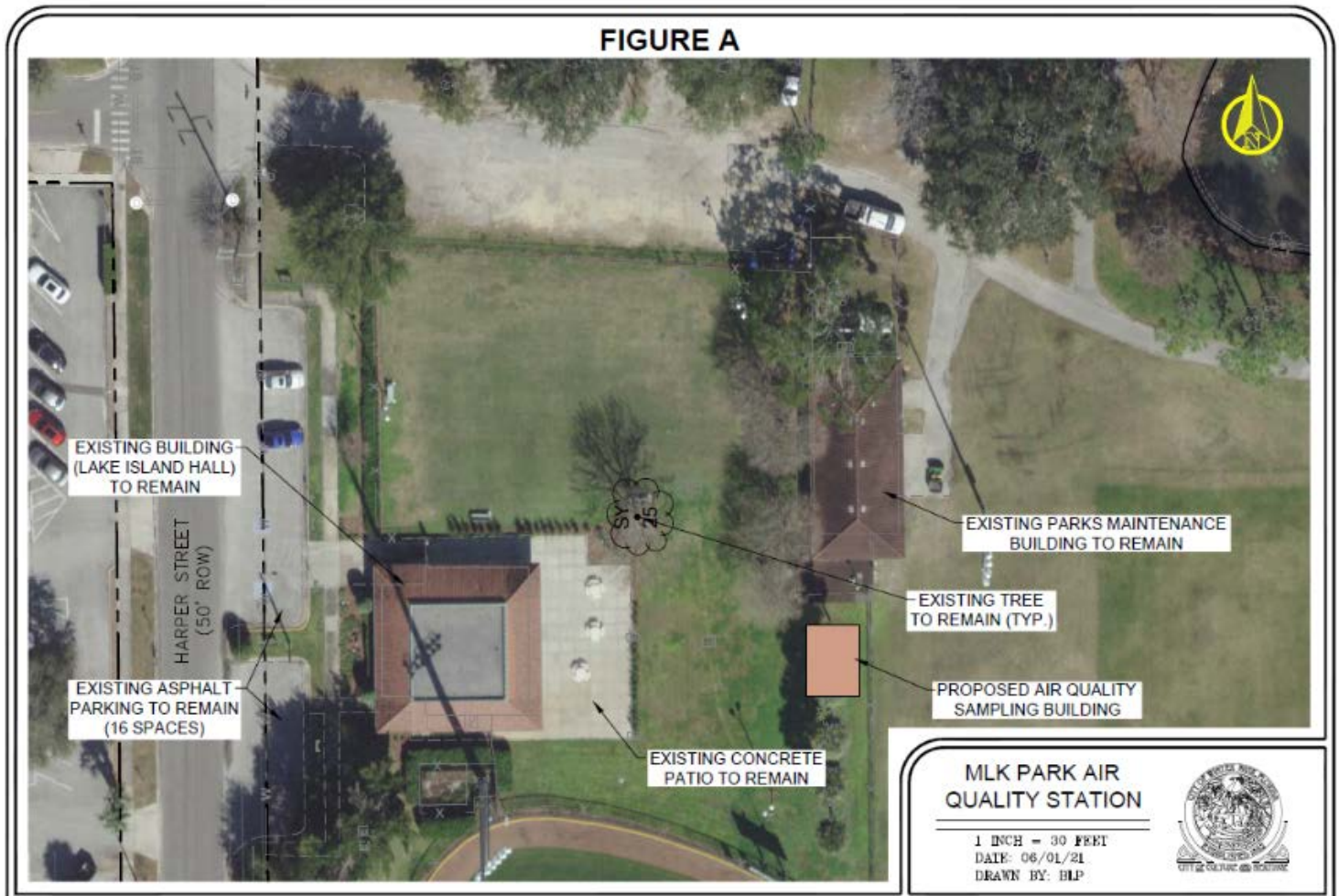
**A. Description of the Leased Premises**

COMMENCE AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, LAKE ISLAND ESTATES, AS RECORDED IN PLAT BOOK "M", PAGE 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°42'39"W ALONG THE EAST RIGHT OF WAY LINE OF HARPER STREET A DISTANCE OF 389.50 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN N89°17'21"E 183.56 FEET FOR A POINT OF BEGINNING; THENCE RUN N90°00'00"E 22.33 FEET; THENCE S00°00'00"E 26.33 FEET; THENCE N90°00'00"W 22.33 FEET; THENCE N00°00'00"E 26.33 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 588 SQUARE FEET.

The Leased Premises is an area approximately 588 square feet located at 1050 West Morse Boulevard, Winter Park, Florida 32789.

**B. Sketch of the Leased Premises**

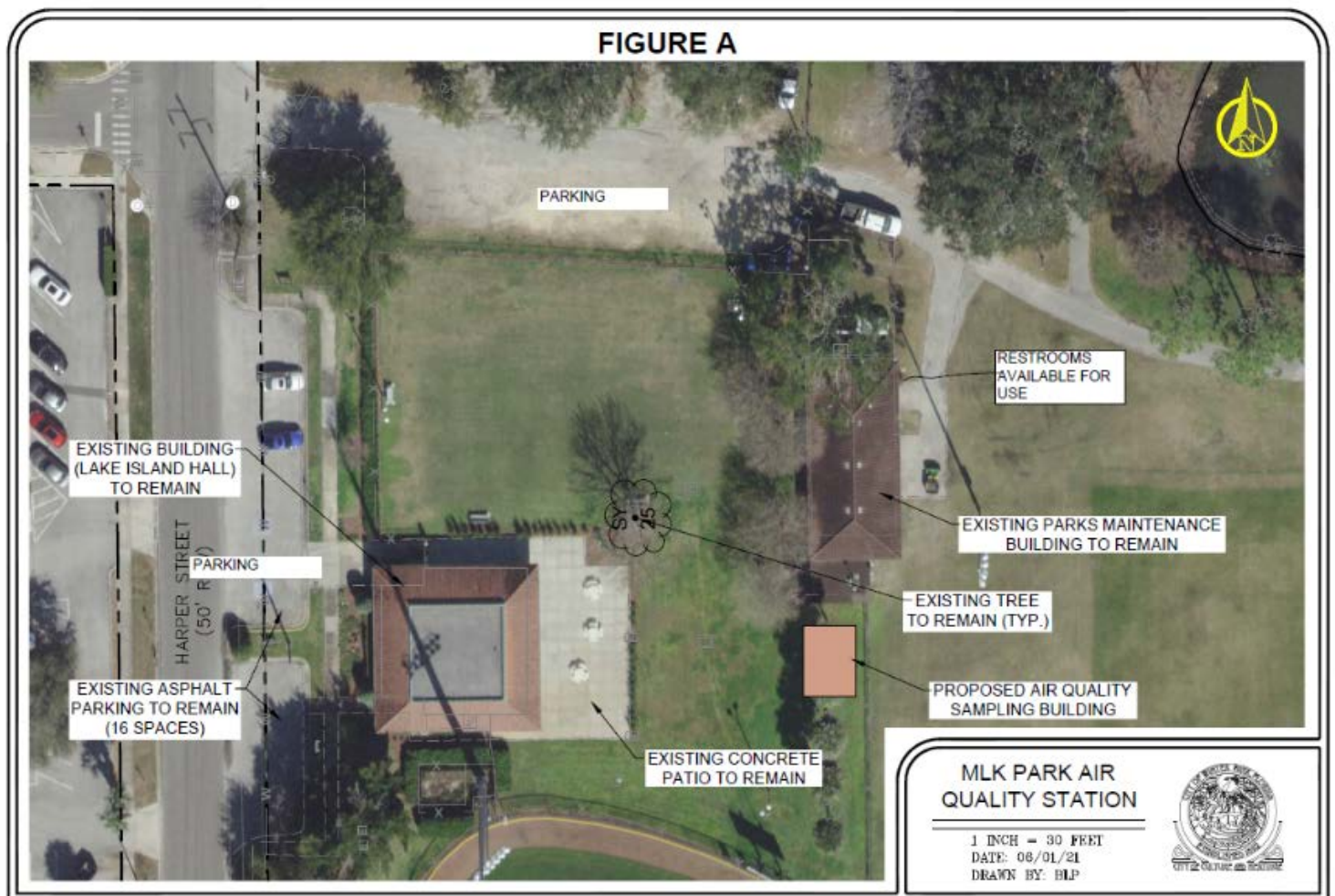




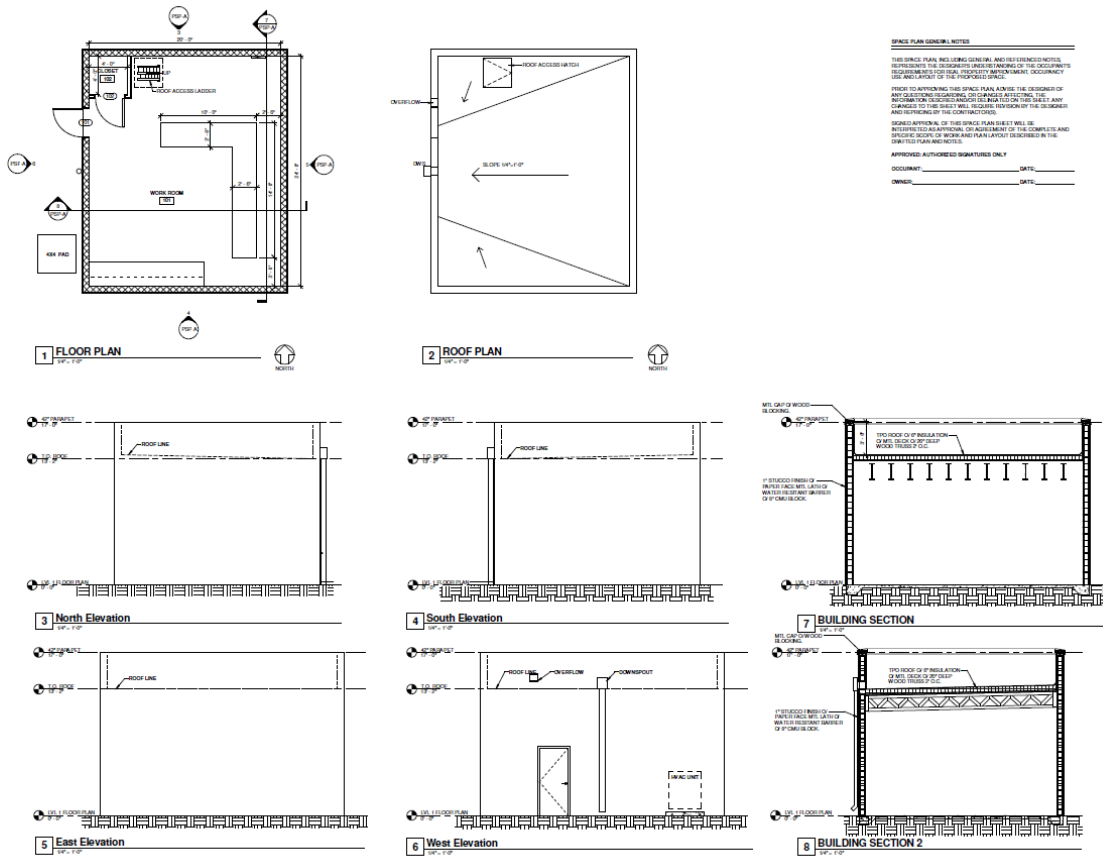
### EXHIBIT C COMMON AREAS AND FACILITIES

A. Landlord hereby grants to Tenant the following non-exclusive rights as appurtenances to the Facility, Leased Premises, or both, as applicable:

- i. The right of access directly to the Leased Premises through the main entrance of the Property;
- ii. The right to use the restrooms in any building near the Leased Premises;
- iii. The right to park up to 2 vehicles in the main parking lot adjacent to the Leased Premises; and
- iv. The right to park up to 2 vehicles in the electric vehicle charging stations (if applicable) in the main parking lot adjacent to the Leased Premises



## EXHIBIT D CONCEPTUAL PLANS



**EXHIBIT E**  
**MAINTENANCE RESPONSIBILITY**

City and the County acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	City or County	Comments
Cabinets, Vanities, and Countertops	County	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	County	
Changes / Additions to Building	City	
Common Area Maintenance	City	
Dumpsters / Trash	City	
Elevators	N/A	
Exterior Cleaning	County	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	County	
Exterior Lighting (Pole and Building Fixtures)	County	
Exterior Painting	County	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	N/A	City responsible for irrigation systems (incl. controllers, pumps)
Exterior Walls, Building Envelope, and other Structural Components	County	
Exterior Windows	County	
Fire Alarm Systems (incl. False Alarms)	County	
Fire Extinguishers	County	
Generators	N/A	
HVAC (incl. Filters, Repairs, and Replacement)	County	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Interior Electrical: Main Switchgear & Breakers	County	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	County	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	

Project: Lake Island Estates / Winter Park AQM

Lease File #4002

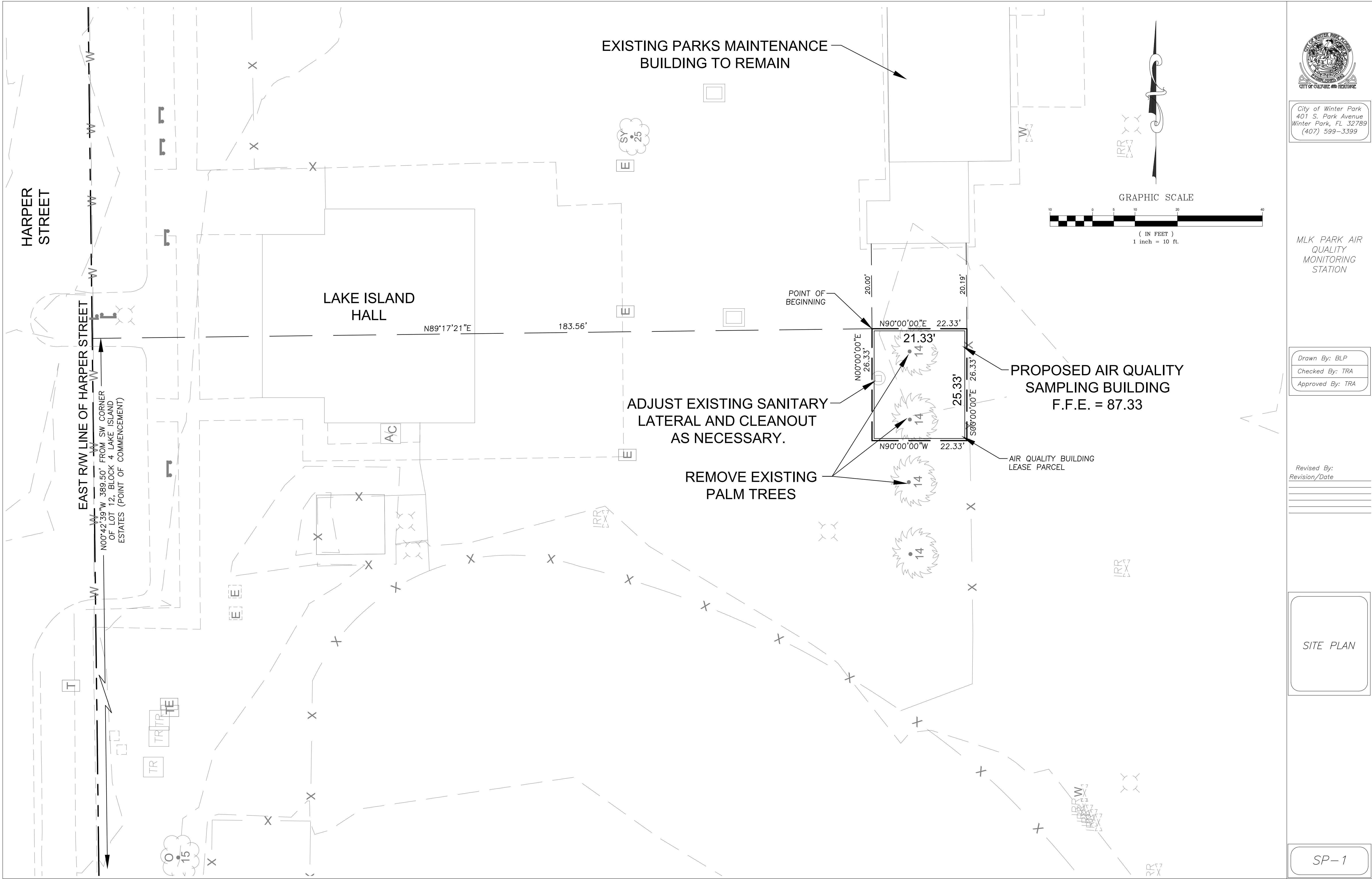
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	N/A	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	County	
Irrigation Systems (incl. Controllers, Pumps)	City	
Janitorial	County	Specifically, interior janitorial.
Landscaping (incl. Debris Clean-up & Storm Drainage)	City	Including tree/vegetative trimming.
Life Safety / Fire Sprinklers / Fire Hood Suppression	County	
Locks / Key Management	City/County	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	County	
Parking Lot and Driveway (incl. Hardscapes)	City	
Pest Control (incl. removal/disposal of dead animals)	City/County	City responsible for external pest control. County responsible for interior pest control.
Roof	County	County responsible for all equipment/appurtenances on the roof.
Security Systems / Cameras	County	
Signage	City	Unless County requests installation of signage, in which case such signage shall be County's responsibility
Utilities – Electrical	City	If jointly metered, at County's proportionate expense. If separately metered, at County's expense.
Utilities – Internet Access, Phones, IT equipment	County	At County's proportionate expense.
Utilities – Water / Sewer	N/A	
Other:		
Other:		



Project: Lake Island Estates / Winter Park AQM

Lease File #4002

Other:		
Other:		



City of Winter Park  
401 S. Park Avenue  
Winter Park, FL 32789  
(407) 599-3399

MLK PARK AIR  
QUALITY  
MONITORING  
STATION

Drawn By: BLP  
Checked By: TRA  
Approved By: TRA

Revised By:  
Revision/Date

SITE PLAN

SP-1



# City Commission **agenda item**

<b>item type</b> Public Hearings	<b>meeting date</b> July 28, 2021
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Ordinance establishing a Broadband and Smart City Ad-Hoc Committee. (2nd Reading)  
TABLED FROM JULY 14, 2021 MEETING.

## **motion / recommendation**

NFApprove first reading of the ordinance.

## **background**

At the request of the City Commission, this Ad-Hoc Committee is being recommended to evaluate Smart City technologies to foster continuous improvement in services, and advance broadband choice and availability for residents and visitors.

If approved, the second reading will be July 14th. Committee appointments will be made at the July 28th Commission meeting.

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[Ordinance creating Broadband and Smart City Ad Hoc Committee rev 06-30-2021 - clean.pdf](#)

## **ORDINANCE**

### **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK ESTABLISHING A BROADBAND AND SMART CITY AD-HOC COMMITTEE; PROVIDING FOR SUNSET AND AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Chapter 2, Section 2-48(l), City of Winter Park Code of Ordinances, the City Commission hereby creates a temporary five (5) member Broadband and Smart City Ad-Hoc Committee for the purpose of evaluating Smart City Technologies to foster continuous improvements in services, and advance Broadband standard of service, technology, choice, and availability, to citizens and visitors of the City of Winter Park, making recommendations concerning the same to the City Commission; and

**WHEREAS**, the Winter Park City Commission finds that this Ordinance is in the best interest and welfare of the residents and visitors of the City of Winter Park.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Creation.** The City Commission hereby creates the Broadband and Smart City Ad-Hoc Committee ("Committee") for the purposes of:

1. Serving as a forum for the discussion of Smart City and Broadband standard of service, technologies, including, but not limited to, fiber optic technology, and related concepts among stakeholders.
2. Evaluating methods of ensuring adequate broadband choice, availability, and capacity.
3. Developing an outline for a Smart City strategic plan.
4. Exploring Smart City implementation strategies for the City.
5. Aligning Smart City initiatives with other City objectives and priorities.
6. Evaluating the costs of implementing, administering, and maintaining any such broadband technologies.
7. Exploring innovative and creative ways to utilize such broadband technologies.

The Committee shall develop recommendations to the City Commission that would allow for:

1. Broadband availability and choice.
2. Optimizing traffic flow.
3. Expanding public WiFi.
4. Environmentally friendly buildings.
5. Enhanced Public Safety and Security.

The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of seven (7) members being residents of the City of Winter Park. The Mayor and each Commissioner shall each have one appointment to membership of the Committee while the remaining two (2) members will be selected by the consensus of the Commission. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article III, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the City Commission must be approved by a majority vote of the Committee. The City Manager (or designee), IT Director and other City staff shall provide reasonable assistance to the Committee as needed.

**Section 3. Sunset.** The Broadband and Smart City Ad-Hoc Committee shall sunset and terminate 180 days following the effective date of this Ordinance, unless terminated earlier or extended by majority vote of the City Commission. Due to the temporary nature of the Committee, this Ordinance is not to be codified into the City Code.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Phil Anderson, Mayor

Attest:

\_\_\_\_\_  
Rene Cranis, City Clerk



# City Commission agenda item

item type Public Hearings	meeting date July 28, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## subject

Request of the City of Winter Park:

## item list

- An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2141/2151/2211/2221/2223/2225/2227 Loch Lomond Drive in order to match the existing Single Family (R-1A) zoning.
- An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2229/2255/2311/2313 Loch Lomond Drive and 2272 Nairn Drive in order to match the existing Single Family (R-1A) zoning.

## motion / recommendation

The Planning and Zoning Board and Staff recommend Approval.

## background

Dating back to when this neighborhood was annexed from Orange County in 1980, the future land use of most of the neighborhood is Office. However, the City's Comprehensive Plan contains the Policy (below) that limits the development along Loch Lomond Drive to single family residential. In order to start the long overdue 'housekeeping' of consistency, the staff has proposed a change to the future land use map to match the single-family zoning.

### **Policy 1-C-10: Land Use Consistency on Loch Lomond Drive, East of Hospital**

Notwithstanding the future land use text elsewhere in this element, for the office future land use category and for future land use and zoning compatibility; that within the land area to the east of the Winter Park Hospital that fronts on Loch Lomond Drive across from Cady Way Park, the office future land use category shall only be deemed consistent

with single family residential (R-1A) development and while subdivision variances may be approved to allow smaller lots for future redevelopment, that redevelopment shall only be of single family homes.

### **No Impact on Property Values**

The current zoning is single family (R-1A). There is no change to the zoning and thus no impact upon property values and no change in what any individual property owner can build.

### **alternatives / other considerations**

#### **fiscal impact**

#### **ATTACHMENTS:**

[Location Map.pdf](#)

#### **ATTACHMENTS:**

[Ord.\\_Loch Lomond\\_Comp. Plan FLU\\_East side.doc](#)

#### **ATTACHMENTS:**

[Ord.\\_Loch Lomond\\_Comp. Plan FLU\\_West side.doc](#)

#### **ATTACHMENTS:**

[Notice to Owner - Comp. Plan FLU change.doc](#)

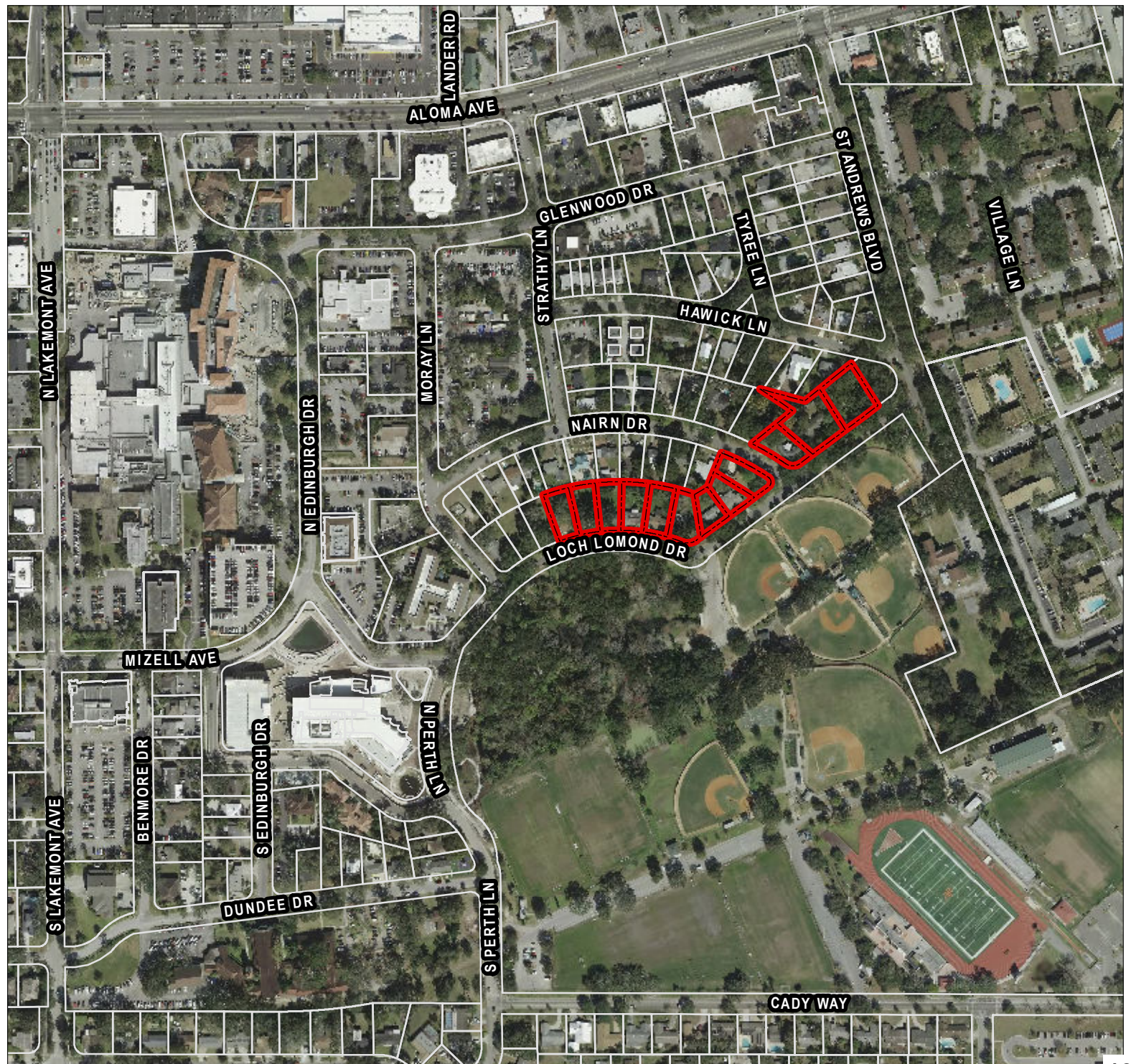




## LOCATION MAP

### Loch Lomond Properties

City of Winter Park  
Florida





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

AN ORDINANCE OF THE CITY OF WINTER PARK AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FROM AN OFFICE FUTURE LAND USE DESIGNATION TO A SINGLE-FAMILY RESIDENTIAL DESIGNATION ON THE PROPERTIES AT 2229/2255/2311/2313 LOCH LOMOND DRIVE AND 2272 NAIRN DRIVE IN ORDER TO MATCH THE EXISTING SINGLE FAMILY (R-1A) ZONING.

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, 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 designation from Office to Single-Family Residential on Lots 15 through 19, Block 13 and on Lot 15, Block 9 , Aloma – Section 1, as recorded in Plat Book "O", Page 51 of the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance pursuant to Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Phillip Anderson

Attest:

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

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

AN ORDINANCE OF THE CITY OF WINTER PARK AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FROM AN OFFICE FUTURE LAND USE DESIGNATION TO A SINGLE-FAMILY RESIDENTIAL DESIGNATION ON THE PROPERTIES AT 2141/2151/2211/2221/2223/2225/2227 LOCH LOMOND DRIVE IN ORDER TO MATCH THE EXISTING SINGLE FAMILY (R-1A) ZONING.

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, 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 designation from Office to Single-Family Residential on Lots 16 through 24, Block 9 , Aloma – Section 1, as recorded in Plat Book "O", Page 51 of the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance pursuant to Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Phillip Anderson

Attest:

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



June 1, 2021

TO: \_\_\_\_\_  
2141 Loch Lomond Drive, Winter Park, Fl. 32792  
FROM: City of Winter Park, Planning and Transportation Department  
SUBJECT: 2141 Loch Lomond Drive  
Owner Notification of Future Land Use Map Change

NOTICE is hereby given that a public hearing will be held by the Planning and Zoning Board of the City of Winter Park, Florida, on Tuesday, July 6, 2021 at 6:00 p.m. and by the City Commission on Wednesday, July 28, 2021 and on Wednesday, August 11, 2021 at 3:30 p.m., in the Commission Chambers at City Hall, 401 Park Avenue South, Winter Park, Florida, to consider the following:

An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2141/2151/2211/2221/2223/2225/2227 Loch Lomond Drive in order to match the existing Single Family (R-1A) zoning.

An Ordinance of the City of Winter Park amending the Comprehensive Plan Future Land Use Map designation from an Office future land use designation to a Single-Family Residential designation on the properties at 2229/2255/2311/2313 Loch Lomond Drive and 2272 Nairn Drive in order to match the existing Single Family (R-1A) zoning.

Your attendance is not required, but citizen participation is always encouraged. The ordinances can be inspected at the Planning and Transportation Department office at Winter Park City Hall between 8:00 am and 5:00 p.m. weekdays.

On the reverse side of this notice is an explanation of why the City is proposing to undertake this action and why it will have no effect upon your property values. If you have any questions or desire more information on this matter please contact Jeff Briggs at (407) 599-3440 or via email to [jbriggs@cityofwinterpark.org](mailto:jbriggs@cityofwinterpark.org).

All interested parties are invited to attend the meetings and be heard. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

Note: If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceeding 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 Planning Department at 407-599-3463 at least 48 hours in advance of the meeting.

## FUTURE LAND USE MAP CHANGE

In the City's Land Development Code, there are two maps that regulate the type of buildings allowed. One is the Zoning map and the other is the Comprehensive Plan Future Land Use map. They are supposed to be the same for each property. A property like yours, that is zoned Single Family Residential (R-1A) is supposed to also be designated Single Family Residential on the Comprehensive Plan Future Land Use map.

However, when the City annexed your neighborhood in 1980, the City inherited from the 1976 Orange County Comprehensive Plan, the previous Orange County future land use designations which were in error in designating your entire street as office. That error has never been corrected until now.

Just recently the three lots at the corner of Loch Lomond Drive and Moray Lane were purchased by a builder who will be constructing three new single-family homes on those three lots. The City changed the future land use designation from office to single family residential for that builder in order to eliminate this conflict and allow that project to proceed. Rather than have to do that in the future when homes may be redeveloped on your street, one by one, the City wants to make the change now in order to make it easier for builders to redevelop and at the same time, easier for you as owners to sell.

The Orange County Property Appraiser and all private property appraisers base the value of land on the zoning and the value of the improvements. Changing the future land use map has no effect upon the values or taxes.

If you have any questions or desire more information on this matter please contact Jeff Briggs at (407) 599-3440 or via email to [jbriggs@cityofwinterpark.org](mailto:jbriggs@cityofwinterpark.org).



# City Commission agenda item

item type Public Hearings	meeting date July 28, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## subject

Resolution and request of Matthew Kopkin and Danielle Roman to designate the property at 1434 Norfolk Avenue to the Winter Park Register of Historic Places.

## motion / recommendation

The Historic Preservation Board and City staff recommend Approval.

## background

Matthew Kopkin and Danielle Roman have voluntarily agreed to designate their home at 1434 Norfolk Avenue on the Winter Park Register of Historic Places. This home at 1424 Norfolk Avenue is an example of the Minimal Traditional architectural style applied to a residence as was popular when this home was built in 1947 along with many others in the Orwin Manor neighborhood. This one-story stucco wood frame dwelling has an attractive open front porch that adds aesthetic character and front yard appeal to the home.

This one-story home is a total of 1,542 square feet with 1,223 square feet of living space as a three-bedroom, one-bath residence with an detached one car garage of 319 square feet in the rear. While there are no plans to do so at this time, the home could be expanded to the rear as was approved by the Historic Preservation Board at 1375 Buckingham Road.

The Minimal Traditional architectural style was popular during the 1930's and 1940's across the nation. Many people coming out of the depression era had limited financial resources and these plain and simple homes were functional and popular for allowing home ownership. While those with more financial resources during that era might have been able to afford the Craftsman or Bungalow style homes with more exterior ornamentation, there were many young couples or blue-collar workers who built to the Minimal Traditional style in order to achieve home ownership. Orwin Manor has many Minimal Traditional homes along with Spanish Mission styles that were also popular during that era.

In this current residential market environment that emphasizes tear downs and rebuilds, this designation will insure that the scale and character of the original Orwin Manor homes remains in place. 1424 Norfolk Avenue was originally constructed in 1947 as part of the Orwin Manor development, retains its original architectural integrity with period windows/shutters and wood siding and is qualified for listing on the Winter Park Register of Historic Places.

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

#### [fiscal impact](#)

##### ATTACHMENTS:

[Location Map and Pictures.pdf](#)

##### ATTACHMENTS:

[Resolution\\_1434 Norfolk Avenue.doc](#)

##### ATTACHMENTS:

[Historic Designation Application.pdf](#)



# OCPA Web Map



Major Roads  
Public Roads  
Gated Roads  
Road Under Construction

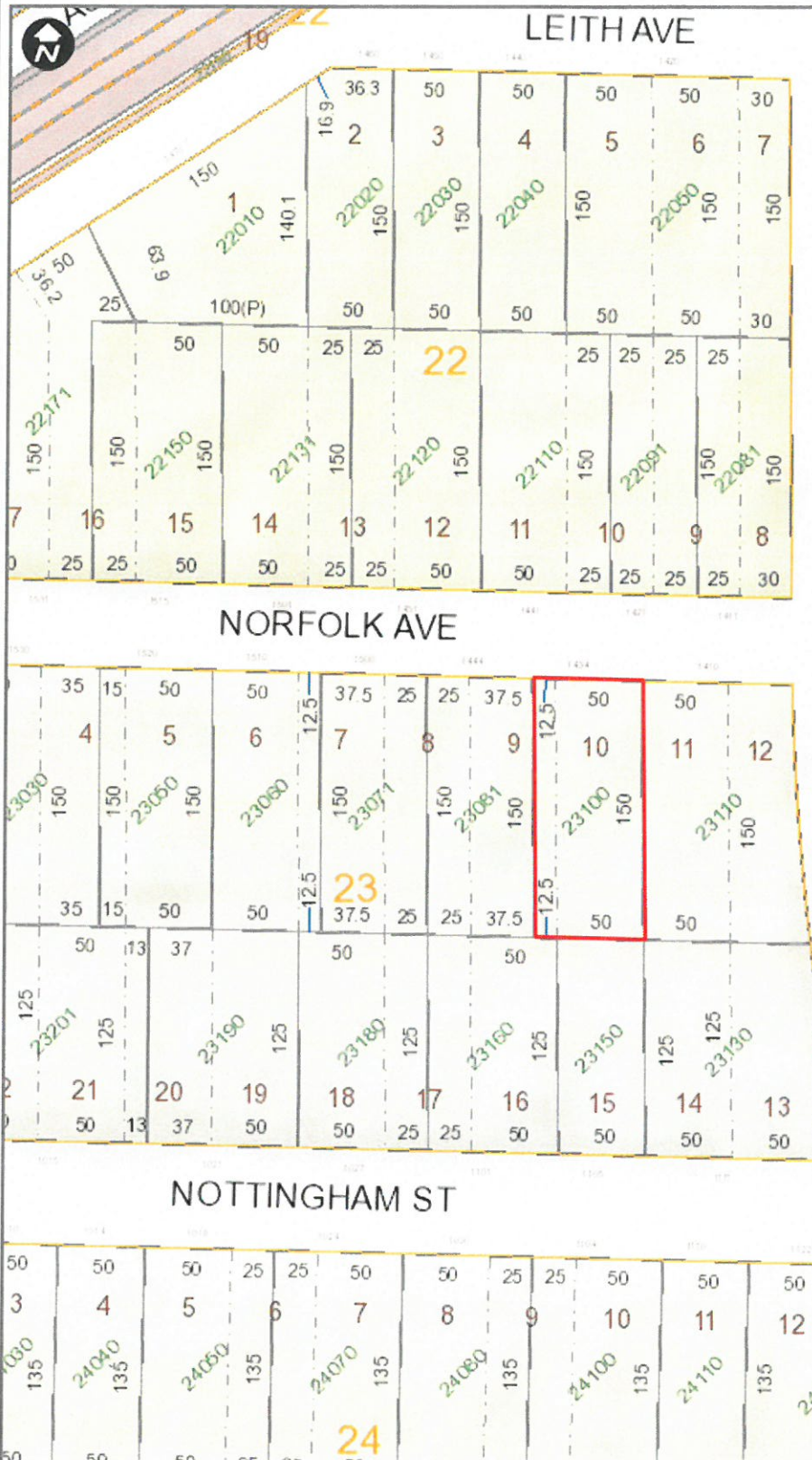
Proposed Road  
Brick Road  
Block Line  
Lot Line

Residential  
Agriculture  
Commercial/Institutional  
Governmental/Institutional/Misc

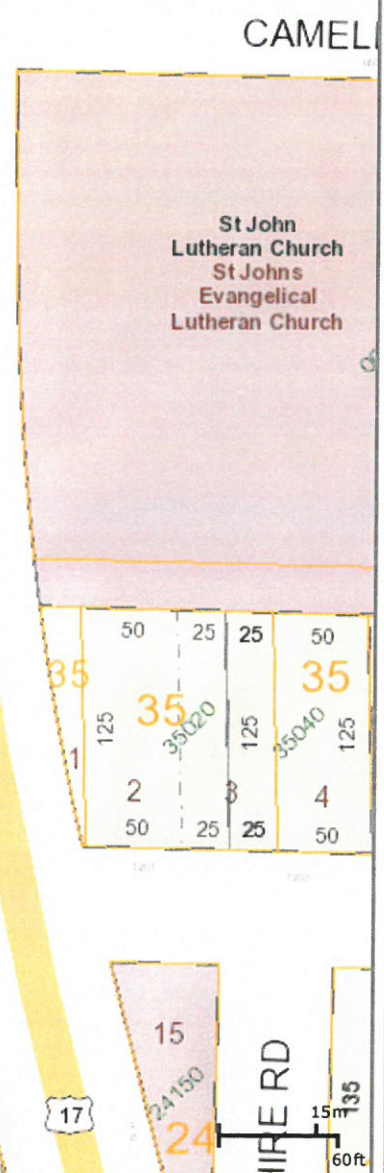
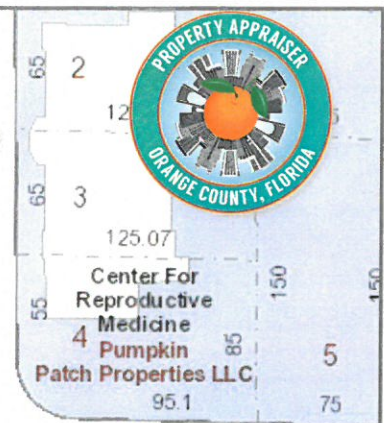
Commercial/Industrial/Vacant Land  
Agricultural/Curtilage  
Hydro  
Waste Land

Parks  
Lakes and Rivers  
Building

6 Lot Number  
06060 Parcel Number  
3106 Parcel Address  
E Block Number 111.9 Parcel Dimension



US HWY 17-92  
N MILLS AVE



Created: 6/29/2021

This map is for reference only and is not a survey.

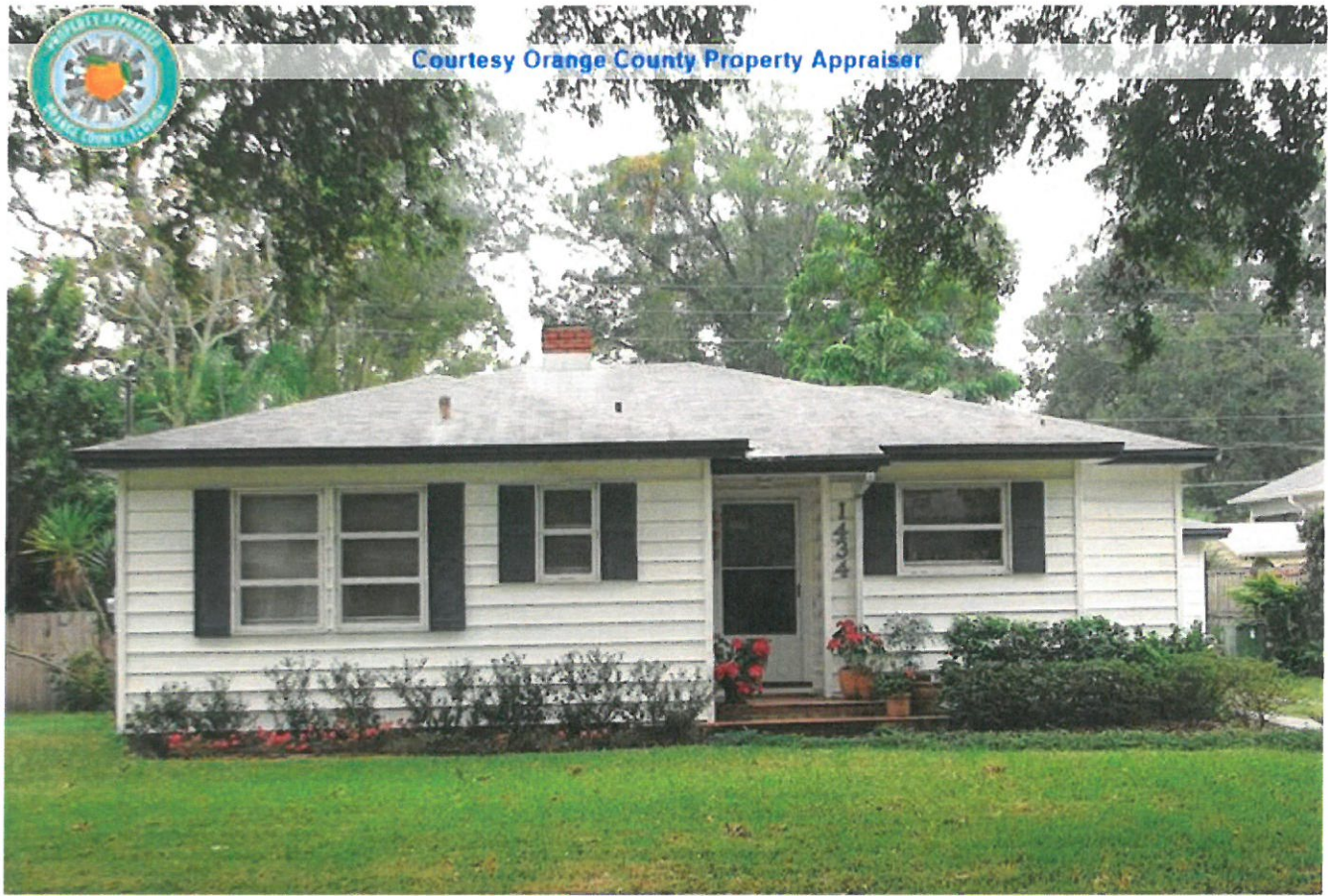


## Parcel Photos - 1434 Norfolk Ave



1434 NORFOLK AVE, WINTER PARK, FL 32789 6/20/2019 9:14 AM





292212643623100 01/18/2007

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY  
LOCATED AT 1434 NORFOLK AVENUE, WINTER PARK, FLORIDA  
AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER  
OF HISTORIC PLACES.**

**WHEREAS**, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

**WHEREAS**, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

**WHEREAS**, there is the desire foster awareness and civic pride in the accomplishments of the past; and

**WHEREAS**, the Winter Park Historic Preservation Board has determined and recommended that the property at 1434 Norfolk Avenue with the existing home built in 1947 is an example of the Minimal Traditional style architecture popular during that period.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida that:

**SECTION 1.** That the City Commission of the City of Winter Park hereby designates 1434 Norfolk Avenue as a historic resource on the Winter Park Register of Historic Places.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Phillip Anderson, Mayor

ATTEST:

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



City of Winter Park  
Planning & Transportation Department  
401 Park Avenue, South  
Winter Park, Florida 32789  
407-599-3440

### City of Winter Park Historic Designation Application

1. 1434 Norfolk Avenue Winter Park, FL 32789  
Building address  
Matthew Kopkin 407-304-6355  
Danielle Roman Same as above 727-421-7134  
Owner's name(s) Address Telephone

2. I, Matthew Kopkin, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

[Signature] 5/27/21  
Owner's Signature Date

#### Historic Preservation Board Office Use

##### Criteria for Designation

- ☐ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or  
☐ B. Association with the lives of a person or persons significant in our past; or that  
☐ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or  
☐ D. Has yielded or are likely to yield information important in prehistory or history.

Legal description

Year built

Historic name of building (if any)

Historic district name (if any)

Date received: \_\_\_\_\_

HPC Meeting: \_\_\_\_\_

Case File No.: \_\_\_\_\_

Florida Master Site File No.: OR-\_\_\_\_\_

☐ Local Historic Landmark

☐ Local Historic Resource