




Interoffice Memorandum

DATE: September 8, 2023

TO: Jennifer Lara-Klimetz, Assistant Deputy Clerk
Board of County Commissioners

THROUGH: Agenda Development

FROM: Jennifer Moreau, AICP 
Manager, Zoning Division

CONTACT PERSON: **Ted Kozak, AICP**
Chief Planner, Zoning Division
(407) 836-5537 or Ted.Kozak@ocfl.net

SUBJECT: Request for Public Hearing for Special Exception, Case # SE-23-10-079, Christopher Mills for Windermere High School Stadium, located at 5523 Winter Garden Vineland Rd., Windermere, FL 34786, Parcel ID # 14-23-27-0000-00-013; District 1

APPLICANT: Christopher Mills for Windermere High School Stadium

CASE INFORMATION: Case # SE-23-10-079 – September 7, 2023

TYPE OF HEARING: Public hearing mandated by June 20, 2023 amendment to settlement agreement approved on May 5, 2015, between the Board of County Commissioners and Orange County School Board

HEARING REQUIRED BY FL STATUTE OR CODE: Chapter 30, Orange County Code

ADVERTISING REQUIREMENTS: Publish once in a newspaper of general circulation in Orange County at least (15) fifteen days prior to public hearing.

ADVERTISING TIMEFRAMES: At least fifteen (15) days prior to the BCC public hearing date, publish an advertisement in the legal notices section of The Orlando Sentinel describing the particular request, the general location of the subject property, and the date, time, and place when the BCC public hearing will be held;

ADVERTISING Amendment to a Special Exception in the R-CE Zoning district to allow the construction of an on-site stadium for an existing public high school.

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Special Exception

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NOTIFICATION REQUIREMENTS:	At least 10 days before the BCC hearing date, send notices of the public hearing by U.S. mail to owners of property within 2,000 ft. of the property.
ESTIMATED TIME REQUIRED:	Two (2) minutes
MUNICIPALITY OR OTHER PUBLIC AGENCY TO BE NOTIFIED:	N/A
HEARING CONTROVERSIAL:	Yes
DISTRICT #:	1

The following materials will be submitted as backup for this public hearing request:

1. Names and known addresses of property owners within 2,000 ft. of the property (via email from Fiscal and Operational Support Division); and
2. Location map (to be mailed to property owners).

SPECIAL INSTRUCTIONS TO CLERK:

1. Notify abutters of the public hearing at least two (2) weeks prior to the hearing and copy staff.
2. Public hearing should be scheduled on October 24, 2023.

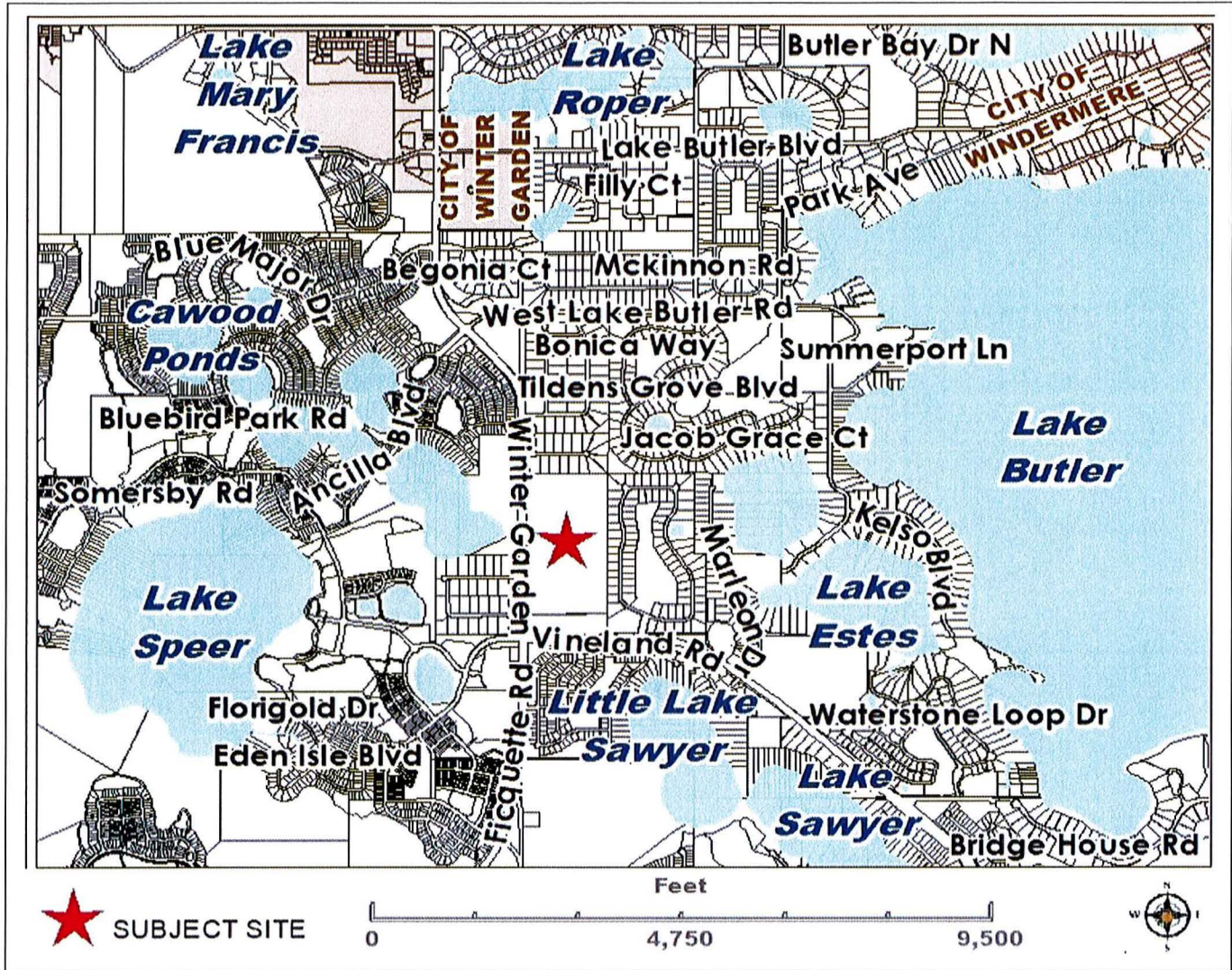
JM:ag

Attachment: Location map

cc via email: Jon Weiss, P.E., Deputy County Administrator
Andres Salcedo, P.E., Acting Director, Planning, Environmental, and
Development Services Department

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Location Map



Amendment to West Orange County Relief High School Settlement Agreement

WHEREAS, on or about April 7, 2015, the School Board of Orange County, Florida (“OCSB”) and the Orange County Board of County Commissioners (“BCC”) entered into that certain West Orange County Relief High School Settlement Agreement (“Settlement Agreement”) in order to settle litigation in Circuit Court Case Nos. 2013-CA-13692 and 2013-CA-014749;

WHEREAS, pursuant to the terms of the Settlement Agreement, on or about May 5, 2015, the BCC held a quasi-judicial public hearing to consider approval of OCSB’s special exception application, Board of Zoning Adjustment (“BZA”) Case No. SE-13-07-046, to construct what is now the Windermere High School (“WHS”) in compliance with the terms of the Settlement Agreement (“Special Exception”), and at such public hearing the BCC approved the Special Exception, subject to restrictions and conditions consistent with the terms of the Settlement Agreement;

WHEREAS, in particular, consistent with the terms of the Settlement Agreement, the Special Exception approval required the construction of a standard public high school stadium to serve WHS at the County owned Dorman property on Ficquette Road about one mile from the site of WHS (“Stadium”), which property is now known as Deputy Scott Pine Park (“Park”);

WHEREAS, pursuant to the terms of the Settlement Agreement and the Special Exception, on or about May 24, 2016, the OCSB and the BCC entered into that certain Agreement Regarding West Orange Relief High School Stadium (“Stadium Agreement”);

WHEREAS, thereafter, the County constructed the Stadium, and both parties have been using and occupying the Stadium and grounds of the Park under the Stadium Agreement;

WHEREAS, the OCSB asserts that the off campus Stadium has caused logistical issues that are a hardship to WHS;

WHEREAS, also, the OCSB asserts that the limited size of the parking area at the Park, the lack of buildings for shelter at the Park during periods of inclement weather, and the road network in the vicinity have caused safety and other issues for students, faculty, and guests of WHS events at the Park as well as for the surrounding community; and

WHEREAS, the OCSB therefore desires to seek amendments to the conditions of the Special Exception to allow the construction of a standard public high school stadium on the southwest corner of the campus of the WHS property, and to request to amend the Stadium Agreement.

NOW THEREFORE, the OCSB and the BCC wish to amend the Settlement Agreement as follows:

1. The BCC consents to allowing Orange County Public Schools (“OCPS”) to submit an application to amend certain conditions of the Special Exception to propose allowing the

**Amendment to
West Orange County Relief High School Settlement Agreement**

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WHEREAS, pursuant to the terms of the Settlement Agreement, on or about May 5, 2015, the BCC held a quasi-judicial public hearing to consider approval of OCSB’s special exception application, Board of Zoning Adjustment (“BZA”) Case No. SE-13-07-046, to construct what is now the Windermere High School (“WHS”) in compliance with the terms of the Settlement Agreement (“Special Exception”), and at such public hearing the BCC approved the Special Exception, subject to restrictions and conditions consistent with the terms of the Settlement Agreement;

WHEREAS, in particular, consistent with the terms of the Settlement Agreement, the Special Exception approval required the construction of a standard public high school stadium to serve WHS at the County owned Dorman property on Ficquette Road about one mile from the site of WHS (“Stadium”), which property is now known as Deputy Scott Pine Park (“Park”);

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WHEREAS, thereafter, the County constructed the Stadium, and both parties have been using and occupying the Stadium and grounds of the Park under the Stadium Agreement;

WHEREAS, the OCSB asserts that the off campus Stadium has caused logistical issues that are a hardship to WHS;

WHEREAS, also, the OCSB asserts that the limited size of the parking area at the Park, the lack of buildings for shelter at the Park during periods of inclement weather, and the road network in the vicinity have caused safety and other issues for students, faculty, and guests of WHS events at the Park as well as for the surrounding community; and

WHEREAS, the OCSB therefore desires to seek amendments to the conditions of the Special Exception to allow the construction of a standard public high school stadium on the southwest corner of the campus of the WHS property, and to request to amend the Stadium Agreement.

NOW THEREFORE, the OCSB and the BCC wish to amend the Settlement Agreement as follows:

1. The BCC consents to allowing Orange County Public Schools (“OCPS”) to submit an application to amend certain conditions of the Special Exception to propose allowing the


construction of a standard public high school stadium on the southwest corner of the campus of the WHS property, which is the location of the existing track and practice field on the WHS campus. The application must be submitted by OCPS, if at all, within one hundred eighty (180) days from the effective date of this Amendment. The application and supporting documentation, including a revised site plan, shall be scheduled for a quasi-judicial public hearing with the BZA, and after the BZA holds the public hearing and makes its recommendation to the BCC, the application shall be scheduled for a de novo quasi-judicial public hearing with the BCC. At least ten (10) days before the public hearing with the BZA, the OCSB shall host a community meeting on its proposal at the campus of the WHS in coordination with the office of District 1 County Commissioner Nicole Wilson.

2. The BCC consents to allowing OCPS to propose in its application to amend the Special Exception that the use restrictions found in paragraphs 2) a., 2) g., and 2) j. of the Settlement Agreement be modified or rescinded by the BCC, subject to other conditions or restrictions that may be established by the BCC if it ultimately decides to approve OCPS' application to amend the Special Exception.
3. The OCSB understands, acknowledges, and agrees that any changes required to paragraphs 2) i. and 2) j. of the Settlement Agreement regarding the maintenance, cost sharing, and usage of the Stadium located at the Park shall be addressed by an Amendment to the Stadium Agreement, and that such proposed Amendment to the Stadium Agreement must be approved and executed by the OCSB before the date of the public hearing by the BCC on the application to amend the Special Exception, that the proposed Amendment to the Stadium Agreement will be considered by the BCC concurrently with its consideration of OCPS's application to amend the Special Exception, and that the BCC's approval of the application to amend the Special Exception is contingent on the BCC also deciding in its sole discretion to approve the proposed Amendment to the Stadium Agreement.
4. Furthermore, the OCSB understands, acknowledges, and agrees that by approving this Amendment to the Settlement Agreement, the BCC is not obligated or compelled to approve (or, with respect to the BZA, to recommend approving) OCPS's application to amend the Special Exception, and that such decision to approve or not approve the application must be made at the conclusion of a quasi-judicial public hearing that is duly advertised, noticed and held. Similarly, the OCSB understands, acknowledges, and agrees the BCC is not obligated or compelled to give favorable consideration to the application as a result of having entered into this Amendment to the Settlement Agreement with the OCSB consenting to allow OCPS to submit an application to amend certain conditions of the Special Exception. In other words, the BCC reserves the authority to approve or not approve the amendment application based on the testimony and evidence at the quasi-judicial public hearing.
5. Moreover, the OCSB understands, acknowledges, and agrees that if the BCC ultimately decides to not approve OCPS's application to amend the Special Exception and/or decides to not approve the proposed Amendment to the Stadium Agreement, then this Amendment to the Settlement Agreement shall be null and void and of no further force and effect, and the Settlement Agreement as approved on or about April 7, 2015, shall remain in full force

and effect between the parties, and the OCSB waives any right it might otherwise have to challenge or contest the BCC's decision through legal, equitable, or any other remedies.

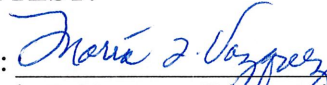
6. The OCSB also understands, acknowledges, and agrees that if OCPS withdraws its application for an amendment to the Special Exception prior to a final decision by the BCC, or OCPS does not submit the application to amend the Special Exception within 180 days from the effective date of this Amendment as required under paragraph 1 of this Amendment, then this Amendment to the Settlement Agreement shall be null and void and of no further force and effect, and the Settlement Agreement as approved on or about April 7, 2015, shall remain in full force and effect between the parties.
7. This Amendment shall become effective upon the date of approval by the BCC.

The School Board of Orange County, Florida, a corporate body organized and existing under the Constitution and laws of the State of Florida


By: 
Teresa Jacobs, Chair

Date: 06/15/23

ATTEST:

By: 
Maria F. Vazquez, Ed.D., as its Secretary and Superintendent

Approved as to form and legality by the Office of Legal Services for The School Board of Orange County, Florida this 13th day of JUNE, 2023


Amy D. Envall, General Counsel

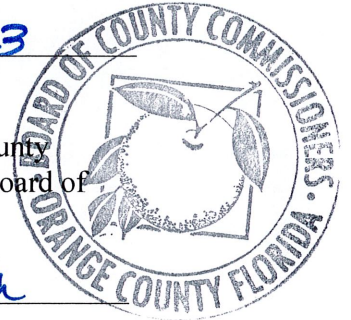
Orange County, Florida
By: **Board of County Commissioners**

By: 
Jerry L. Demings, County Mayor

Date: 20 June 2023

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

By: 
Deputy Clerk



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 07 2015 KH/nj

Orange County School Board vs. Orange County
West Orange County Relief High School
Settlement Agreement

The Orange County School Board (OCSB) and Orange County Board of County Commissioners (BCC), agree as follows:

- 1) This Settlement Agreement is entered into, and is conditioned upon, and subject to, final approval by the Orange County School Board and the Board of County Commissioners of Orange County, Florida, at separate public meetings no later than April 14, 2015.
- 2) Notwithstanding the BCC's Nov. 5, 2013, decision on the application for a special exception by Orange County Public Schools (OCPS) for a West Orange County Relief High School (Relief High School) at County Road 535, for purposes of this settlement agreement, the BCC agrees to direct that such application be remanded to its advisory body, the Orange County Board of Zoning Adjustment (BZA), for renewed consideration at a duly noticed public hearing, with the following additional conditions and restrictions being offered and proposed by the OCSB:
 - a. Residential style lighting shall be installed around the perimeter of a practice field for the Relief High School's football, soccer, and lacrosse teams, with such lighting not to exceed forty feet (40') in height, and automatic turnoff of lighting at 8:00 p.m. Publix parking lot style lighting shall be installed in the parking lots, with such lighting not to exceed thirty feet (30') in height. All such practice field and parking lot lighting shall comply with requirements of the Orange County exterior lighting ordinance, including those relating to cutoff lighting.
 - b. An eight-foot (8') high precast concrete wall with columns shall be installed along the north and east property lines.
 - c. A six-foot (6') high decorative aluminum fence shall be installed along CR 535. A black vinyl chain link fence shall be installed around the storm water retention area.
 - d. An architectural style substantially similar to the "Sun Ridge Middle School" architectural style shall be incorporated into the Relief High School campus building facades. During the public hearing process, OCPS shall present architectural elevation renderings depicting the elevations of the campus buildings and showing how they comply with such architectural style. Also, canopy buffer trees shall be planted along both sides of the retention area along the east and north property lines to maximize buffering for the neighboring properties. OCPS's total cost for

- those architectural improvements, additional canopy trees, and enhanced canopy buffer shall be \$2,500,000, and such costs shall be sufficiently documented for Orange County (OC).
- e. OCPS shall design and build the Relief High School to a permanent student capacity of 2,776.
 - f. OCPS shall have subdued sounding bells on the school site.
 - g. OCPS shall locate the planned football stadium at Orange County's "Dorman" property located on Ficquette Road approximately one mile south of the Relief High School site, and instead shall construct a practice field where the stadium is located on the previously proposed site plan. OCPS understands and accepts that the Dorman property is the site of a future OC public park.
 - h. Except as noted, the preceding subsections 2) a.-g. and the subsequent subsections 2)i. and j., OCPS shall not be required to accept any conditions or restrictions to the previously proposed site plan or use of the proposed school site.
 - i. If the BCC approves the special exception request with these additional conditions and restrictions, OC shall build a standard public high school stadium for use by the Relief High School on the Dorman property at a site there to be determined by OC after consultation with OCPS. The stadium shall be open for use by July 31, 2018. OC shall retain title to the entire Dorman property. OCPS shall provide OC with minimum standards for the stadium. The stadium's basic components shall include an FHSAA regulation size football field with field goal posts, stadium lights, aluminum bleacher seating for up to 1,500 spectators, a scoreboard, a broadcast booth, an FHSAA regulation track and field facility, locker rooms, restrooms, and a concession stand. OCPS's good faith estimate is that the cost of such a standard stadium will not exceed \$5,000,000. OCPS shall contribute \$2,500,000 toward the stadium design and construction costs. OC shall pay the remaining stadium costs up to a maximum of \$2,500,000. OCPS and OC shall value engineer the costs of the stadium to ensure that those costs do not exceed \$5,000,000, or at the mutual agreement of OCPS and OC, share equally in the portion of the costs that exceed \$5,000,000. If the total cost is less than \$5,000,000, OCPS and OC shall share equally in the savings. Regardless, OC shall bear the additional costs of the design and construction of the parking lot for the stadium and other park facilities, the stormwater maintenance facility, and on-site and off-site infrastructure. OC reserves the right to name the public park, but does not object to the stadium being identified through appropriate signage as the home of the Relief High School's athletic teams.

- j. OCPS shall maintain the stadium year round, and OC shall reimburse OCPS annually for 50% of those maintenance costs. All of the Relief High School's "home" football, soccer, and lacrosse games and track and field events shall take place at this stadium. Also, the track and field team's practices shall take place at the stadium. OCPS will be the party responsible for scheduling the use of the stadium. Accordingly, during the school year, OCPS shall have priority over the stadium use. To that end, at least twice per calendar year, OCPS shall coordinate with the Orange County Parks and Recreation Division on the schedule for the use of the stadium, parking and other facilities, provided that such use shall be at a minimum of 50% for OC's use, including 50% of the Fridays, Saturdays, and Sundays. The remaining dates will be made available on a first come, first use basis. Before the stadium is designed and constructed, the parties shall enter into an agreement which further details arrangements and respective rights and responsibilities of the parties along with the joint use of the stadium by the parties and any allocation of costs and revenues, including any allocation of revenues generated from the sale of concessions or parking at OCPS events, advertising or naming rights for the stadium.
- 3) In the event the BCC approves the special exception application with the above-referenced conditions and restrictions after it has been considered by the BZA, OCSB shall within ten days after approval dismiss with prejudice the following case that is presently pending with the Circuit Court relating to the BCC's Nov. 5, 2013 decision, and waive and surrender any other claims that may be made regarding such decision: *School Board of Orange County vs. Orange County, et al*, Circuit Court Case No. 2013-CA-13692. Additionally, within ten days after the BCC approves the special exception application, the BCC and OSCB shall dismiss with prejudice their respective appeals of *School Board of Orange County vs. Orange County*, Circuit Court Case No. 2013-CA-014749, presently pending with the Fifth District Court of Appeal. OCPS shall thereafter be limited to enforcement of any Settlement Agreement entered into by the respective Boards and each party shall be responsible for its own attorney's fees and costs incurred in connection with the litigation surrounding the BCC's November 5, 2013 decision.
- 4) In the event the BCC does not approve the special exception application with the above-referenced conditions and restrictions after it has been considered by the BZA, the BCC's Nov. 5, 2013, decision on the special exception application shall be deemed unaffected by the settlement efforts, any Settlement Agreement shall be null and void and the parties shall be entitled to proceed to resolve the merits

of the OCPS's Petition for Writ of Certiorari and the Declaratory Judgment action.

- 5) OCPS understands and agrees that by approving this Settlement Agreement, neither the BCC (nor the BZA) is obligated or compelled to approve (or, with respect to the BZA, recommend approving) the special exception application with its above-referenced conditions and restrictions, and that such decision to approve or not approve the application cannot be made until a quasi-judicial hearing (or hearings) is (are) duly noticed and held. Similarly, OCPS understands and agrees that neither the BZA nor the BCC is obligated or compelled to give favorable consideration to the application with its above-referenced conditions and restrictions as a result of this Settlement Agreement having been approved by the BCC. In other words, both the BZA and the BCC reserve the authority to approve or not approve the application based on the testimony and evidence at the public hearing or hearings.
- 6) The BCC's decision regarding OCPS's special exception application with the above-referenced conditions and restrictions shall be made by not later than May 29, 2015.
- 7) OCPS consents to the BCC considering an amendment to the Orange County Comprehensive Plan and its School Siting ordinance to prohibit any future public high schools from being located in Rural Settlements, and consents to the adoption of such amendments.
- 8) OC and OCPS staff shall work jointly to develop a cooperative policy on OCPS's purchase of new land for future school sites. OCPS shall use reasonable efforts to acquire or purchase school sites that have approved zoning for the particular school. When OCPS is unable through reasonable efforts to acquire or purchase a school site with approved zoning for the particular school, OCPS shall explore purchase of an option for such property not currently zoned for the particular school.
- 9) If an interlocal agreement (in addition to the joint use agreement for the stadium) is necessary to carry out any of the above commitments, the parties agree to enter into same in a timely manner.
- 10) OC and OCPS agree that the conditions identified in paragraph 2 of this Settlement Agreement shall not be binding on any future school zoning or other school land use applications.

The School Board of Orange County, Florida, a corporate body organized and existing under the Constitution and laws of the State of Florida

By: [Signature]
William E. Sublette, Chairman

Date: 4.28.15

Orange County, Florida
By: Board of County Commissioners

By: [Signature]
Teresa Jacobs, Orange County Mayor

Date: 4.8.15

ATTEST:
By: [Signature]
Dr. Barbara M. Jenkins, as its Secretary and Superintendent

ATTEST: Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 4/17/15 Signature: [Signature]
Print Name: Disc. "wavy" 4/17/15

