



***Board of County Commissioners***

# **Public Hearing**

September 11, 2012



# Orlando International Hotel PD/LUP

**Case:** CDR-12-01-002

**Project:** Orlando International Hotel  
Planned Development /Land Use  
Plan (PD/LUP) - Substantial  
Change

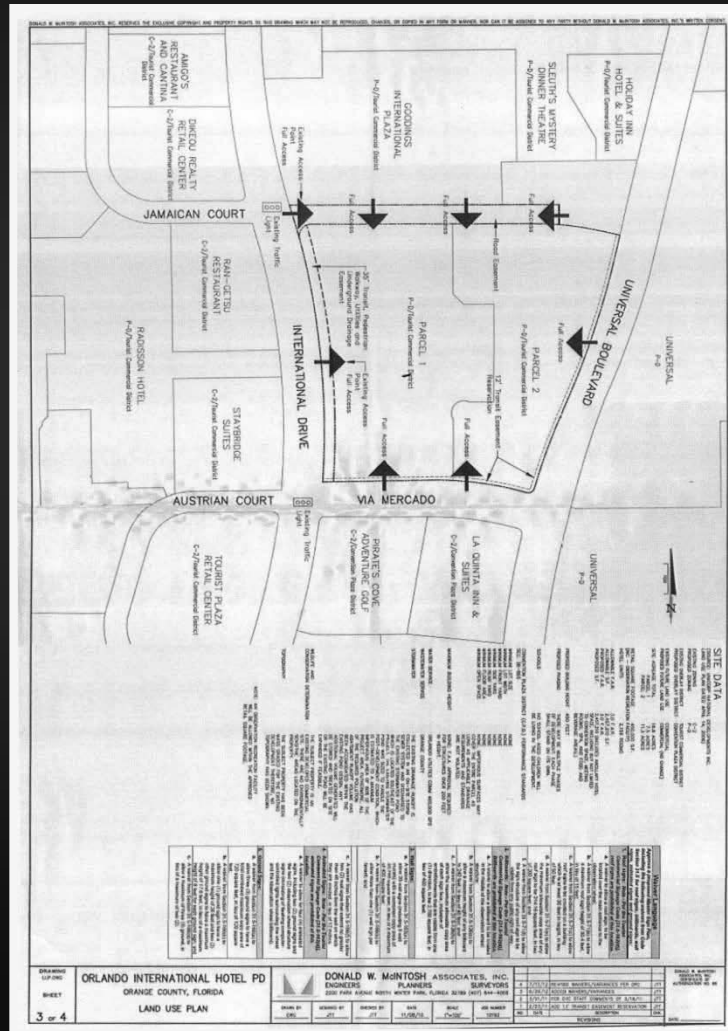
**Applicant:** Paul Batt

**District:** 6



# Orlando International Hotel PD/LUP

## PD Land Use Plan



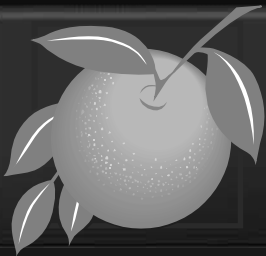


# Orlando International Hotel PD/LUP

**Request:** Applicant requests a substantial change to the approved Orlando International Hotel PD/LUP to approve a proposed Master Sign Plan, including the following waivers from Code Section 31.5 addressing wall signs, ground signs and pole signs:

## Wall Signs

1. A waiver from Section 31.5-163(a) to allow eight (8) wall signs (including 3 wall murals) with a combined copy area of 2,000 square feet, in lieu of a maximum allowable copy area of 600 square feet (Note: Wall murals shall be limited to a maximum copy area of 400 square feet each);
2. A waiver from Section 31.5-168(b) to allow more than one (1) wall sign per tenant; and
3. A waiver from Section 31.5-168(f) to allow two (2) blade wall signs that extend no greater than 48 inches from the wall on which they are erected, in lieu of extending no greater than 12 inches from the wall.

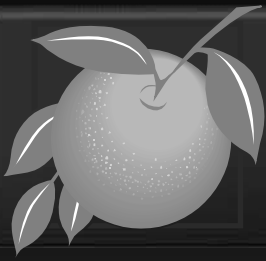


# Orlando International Hotel PD/LUP

**Request cont'd:** Applicant requests a substantial change to the approved Orlando International Hotel PD/LUP to approve a proposed Master Sign Plan, including the following waivers from Code Section 31.5 addressing wall signs, ground signs and pole signs:

## Ground Signs

1. A waiver from Section 31.5-166(a) to allow two (2) ground signs with a maximum copy area of 95 square feet each and one (1) ground sign with a maximum copy area of 80 square feet, in lieu of a maximum combined copy area of 60 square feet for any ground sign; and
2. A waiver from Section 31.5-166(b) to allow two (2) ground signs to have a maximum height of 15 feet each and one (1) ground sign to have a maximum height of 10 feet, in lieu of a maximum height of 8 feet for each ground sign.



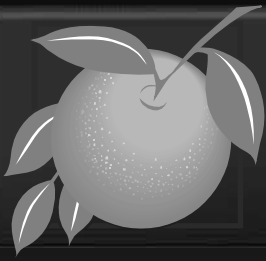
# Orlando International Hotel PD/LUP

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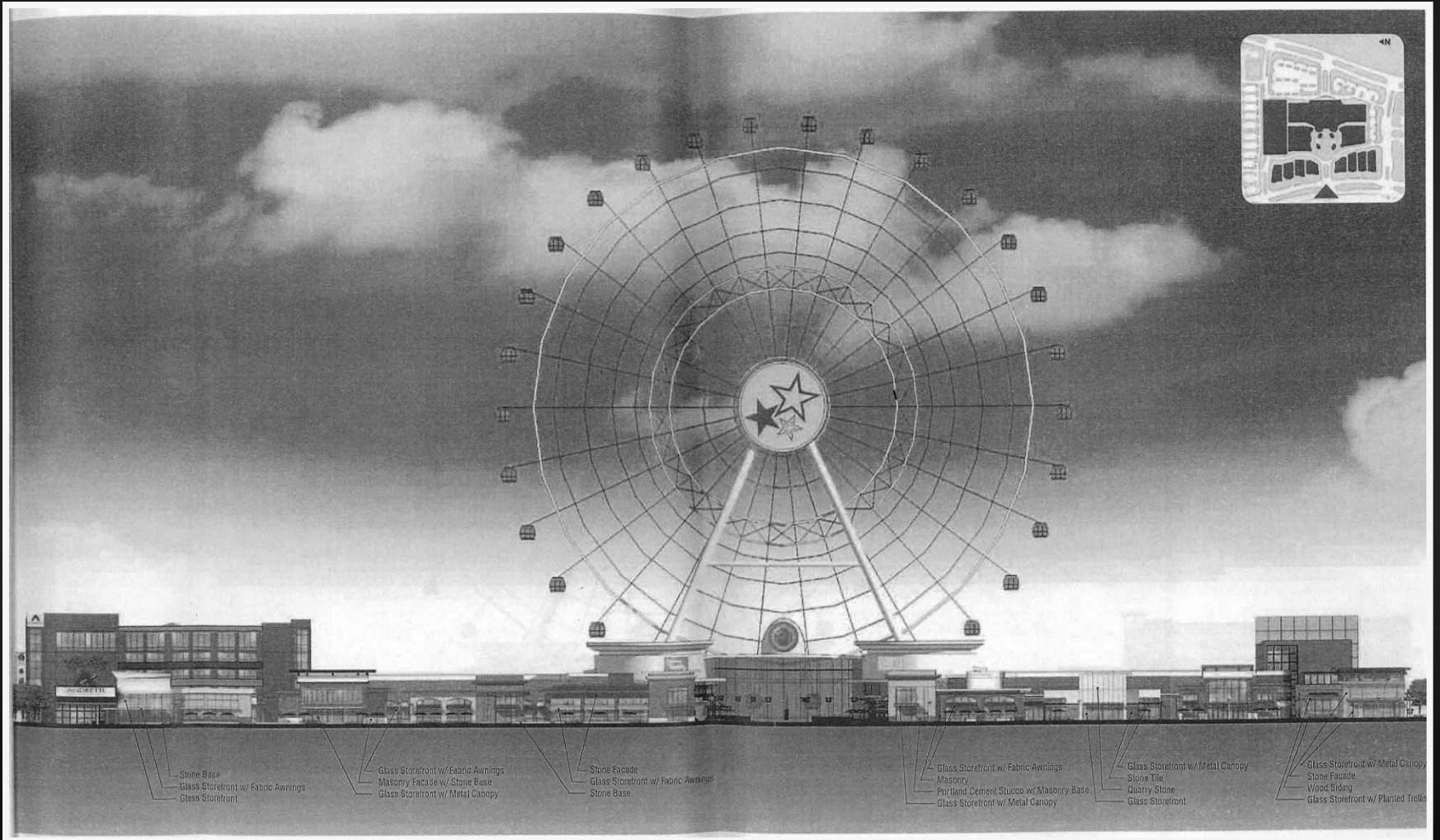
## Pole Signs

1. A waiver from Section 31.5-167(a) to allow a maximum allowable copy area of 1,400 square feet for the wheel pole sign face, inclusive of embellishments that are visible from one (1) direction, in lieu of a maximum copy area of 100 square feet; and
2. A waiver from Section 31.5-167(b) to allow a maximum height of 230 feet for the wheel pole sign, in lieu of a maximum height of 30 feet.





# Orlando International Hotel PD/LUP





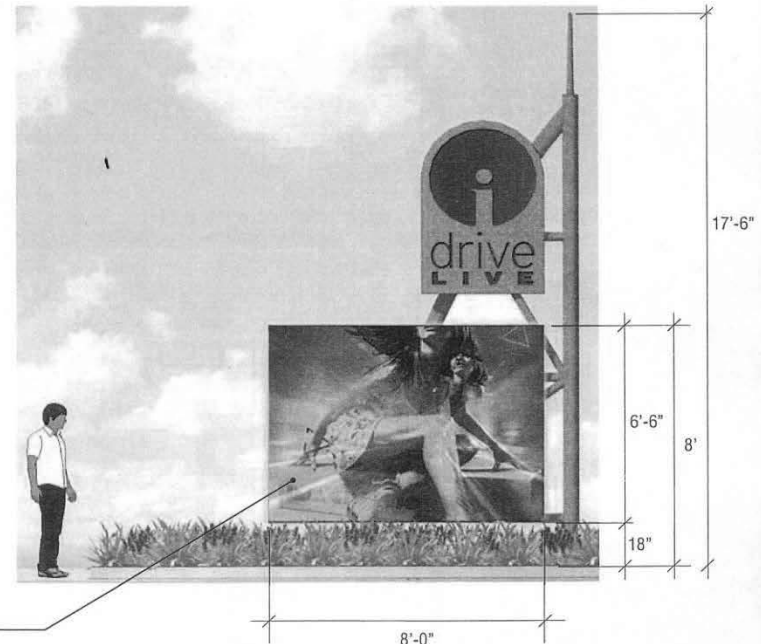
# Orlando International Hotel PD/LUP

See Page 25  
#4a, #5a, #5b, #5c

P1-1

SIGNAGE		
ALLOWED PER	CHANGE CD	PROPOSED
NO CHANGE		CHANGE
ABLE COPY	NO	ABLE COPY
COPY AREA	NO SF	NO SF
HEIGHT	8'	17'-6"

P1-2



DOUBLE-SIDED, ILLUMINATED  
LIQUID CRYSTAL DISPLAY WAY-  
FINDING SCREEN, MAXIMUM  
AREA TO BE 52 SF

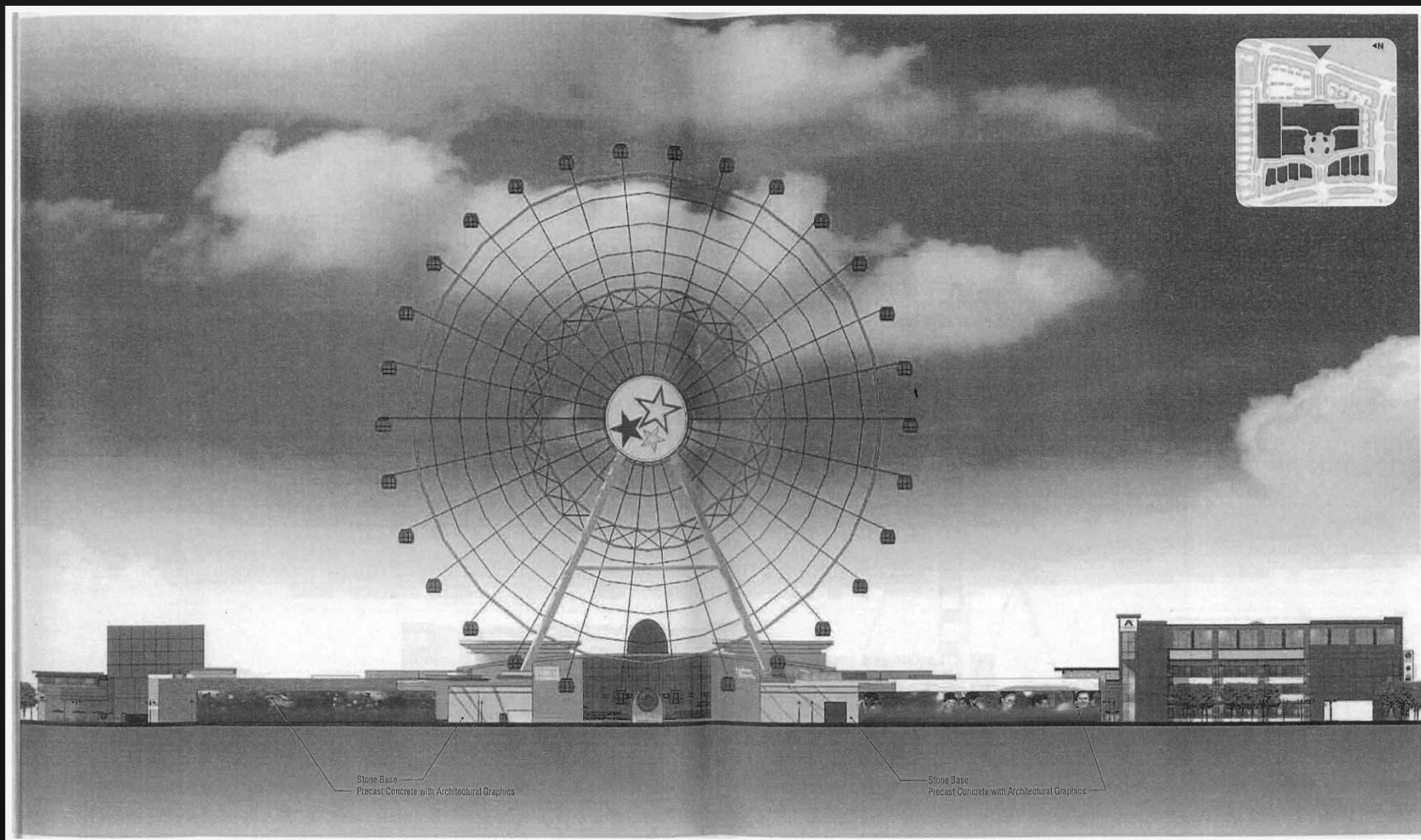


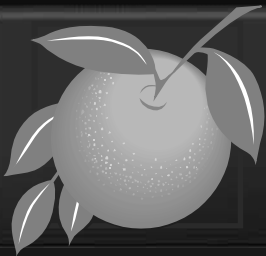
# Orlando International Hotel PD/LUP





# Orlando International Hotel PD/LUP





# Orlando International Hotel PD/LUP





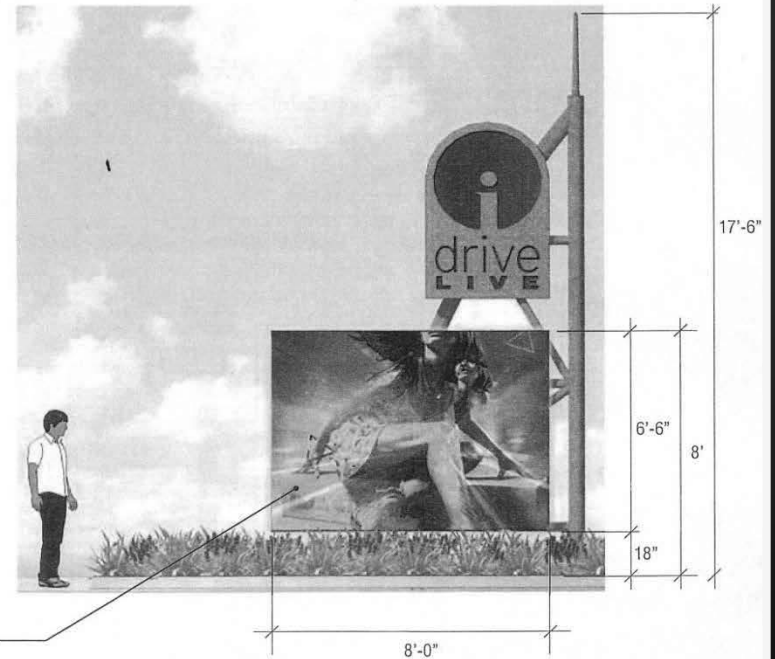
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See Page 25  
#4a, #5a, #5b, #5c

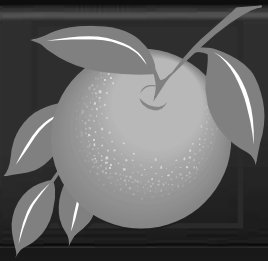
P1-1

	STORAGE	ALLOWED PER CHANGE CD	PROPOSED
NO CHANGE:	NO	NO	CHANGE:
FILE COPY	NO	NO	FILE COPY
COPY AREA	NO	NO	FILE COPY
WEIGHT	NO	NO	FILE COPY

P1-2



DOUBLE-SIDED, ILLUMINATED  
LIQUID CRYSTAL DISPLAY WAY-  
FINDING SCREEN, MAXIMUM  
AREA TO BE 52 SF



# **Orlando International Hotel PD/LUP**

## **Community Meeting**

- **A community meeting was held for this application on Thursday, June 28, 2012 at the Orange County Convention Center. In addition to the 44 surrounding property owners who were notified of the community meeting by U.S. mail, digital copies of the community notice were emailed to approximately 140 property owners and various International Drive businesses or stakeholders.**

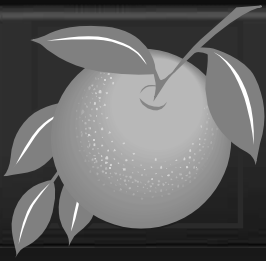


# Orlando International Hotel PD/LUP

## Prohibited Signs

**In addition to the signs which are prohibited by Section 31.5-14, the following signs are prohibited:**

- **Animated signs;**
- **Bench signs;**
- **Billboards; and**
- **Rotating signs;**
- **Roof signs; and**
- **Pole signs, except as specified in Section 31.5-167.**



# **Orlando International Hotel PD/LUP**

## **Action Requested**

- **Find the request consistent with the Comprehensive Plan and approve the Substantial Change to the Orlando International Hotel PD/LUP dated “Received July 19, 2012,” and the proposed Master Signage Program dated “August 13, 2012,” including only the proposed waivers from Orange County Code Section 31.5 addressing wall signs and ground signs, and subject to the twelve (12) conditions in the staff report.**



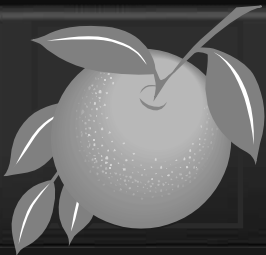
# Orlando International Hotel PD/LUP

1. Development shall conform to the Orlando International Hotel PD Land Use Plan dated "Received July 19, 2012" and the Master Signage Program dated "August 13, 2012", and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "Received July 19, 2012," the condition of approval shall control to the extent of such conflict or inconsistency.



# Orlando International Hotel PD/LUP

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Prior to the issuance of a building permit for the observation wheel, a restrictive covenant addressing the maintenance and security of the structure in the event that operation is ceased, in a form acceptable to the County, shall be recorded in the public records of Orange County, Florida at the applicant's expense.



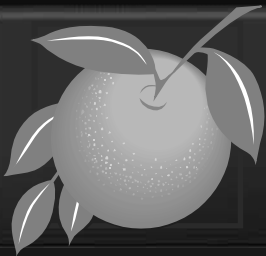
# Orlando International Hotel PD/LUP

4. The following waivers from Section 31.5 are granted in order to accommodate the proposed wall signs reflected in the Master Signage Program:
  - a. A waiver from Section 31.5-163(a) to allow eight (8) wall signs (including 3 wall murals) with a combined copy area of 2,000 square feet, in lieu of a maximum allowable copy area of 600 square feet (Note: Wall murals shall be limited to a maximum copy area of 400 square feet each);
  - b. A waiver from Section 31.5-168(b) to allow more than one (1) wall sign per tenant; and
  - c. A waiver from Section 31.5-168(f) to allow two (2) blade wall signs that extend no greater than 48 inches from the wall on which they are erected, in lieu of extending no greater than 12 inches from the wall.



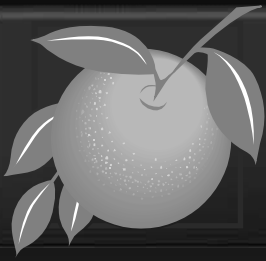
# Orlando International Hotel PD/LUP

5. The following waivers from Section 31.5 are granted in order to accommodate the proposed ground signs reflected in the Master Signage Program:
- a. A waiver from Section 31.5-166(a) to allow two (2) ground signs with a maximum copy area of 95 square feet each and one (1) ground sign with a maximum copy area of 80 square feet, in lieu of a maximum combined copy area of 60 square feet for any ground sign; and
  - b. A waiver from Section 31.5-166(b) to allow two (2) ground signs to have a maximum height of 15 feet each and one (1) ground sign to have a maximum height of 10 feet, in lieu of a maximum height of 8 feet for each ground sign.



# Orlando International Hotel PD/LUP

6. Lighting on the wheel and the support structure shall be one synchronized color and integrated with the structure. Only the outer circumference of the wheel and the support structure may have lights. The lights may only change at a minimum of every eight (8) seconds. Special Event lightening that consists of more than one color shall be subject to Zoning Manger approval.
7. Search lights are prohibited.
8. A digital display ground sign shall be static copy and the copy area may only change once a month. The ground sign may only advertise tenants within the project that have a fully functional 3,500 square foot or greater retail establishment open to the public.



# Orlando International Hotel PD/LUP

9. All other signage, except those waivers expressly granted by the BCC illustrated in the Master Sign Plan, shall adhere to the Tourist Commercial Sign Code. The Master Sign Plan and any approved waivers are only applicable to the I-Drive Live Development Plan. In the event that another Development other than the I-Drive Live Development Plan is built in the future; signage shall revert to the original PD signage condition that stated, "Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the tourist commercial code."
10. Pole sign signage shall not be animated or contain movement. The sign copy may only change at a minimum of every eight (8) seconds.

*Note: The preceding condition is only necessary if the requested waivers from Section 31.5-167(a) and (b) related to pole signs are approved.*



# Orlando International Hotel PD/LUP

11. The pole sign may only advertise tenants within the project that have a fully functional 3,500 square foot or greater retail establishment open to the public.

*Note: The preceding condition is only necessary if the requested waivers from Section 31.5-167(a) and (b) related to pole signs are approved.*

12. All previous applicable BCC Conditions of Approval dated July 19, 2006 shall apply:

- a. ~~Development shall conform to the Orlando International Hotel Land Use Plan (LUP), dated "Received April 7, 2006," and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the Board of County Commissioners (BCC), or by action of the BCC.~~

*Note: The preceding condition is now addressed by new condition #1.*



# Orlando International Hotel PD/LUP

~~b. The uses, densities, and intensities, and all of the conditions of approval of the PD/LUP have been negotiated and agreed to by both the applicant and the County. The PD/LUP constitutes an agreement between the parties. The applicant and the applicant's successors in interest have the contract right to develop the PD with the uses, densities, and intensities approved by the County, subject to the restrictions and requirements in the conditions of approval, and neither the applicant nor the County shall have the right to rezone or downzone the property, or otherwise alter the uses, densities, and intensities, or to delete, waive, or amend any condition of approval except through an amendment to the PD/LUP that is negotiated by both parties.~~

**Note: The preceding condition is now addressed by new condition #2.**

- c. Outside storage and display shall be prohibited.**
- d. This project shall comply with the Convention Plaza District performance standards.**

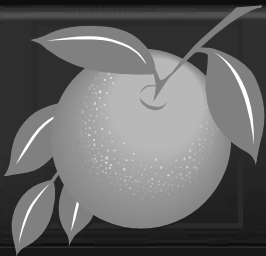


# Orlando International Hotel PD/LUP

- e. This project shall enter into the Convention Center Hotel Agreement.
- f. ~~Pole signs and billboards shall be prohibited~~ Ground and fascia signs shall comply with Chapter 31.5.

**Note:** Project signage shall comply with the adopted Master Signage Program, including any associated waivers granted by the updated conditions of approval dated September 11, 2012.

- g. ~~This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the owner/applicant (or his or her authorized agent) to the BCC at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the BCC in approving the development, could have reasonably been expected to have been relied upon by the BCC in approving the development, or could have responsibly induced or otherwise influenced the BCC to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the BCC by the applicant (or his or her authorized agent) if it was expressly made to the~~



# Orlando International Hotel PD/LUP

~~BCC at a public hearing where the development was considered or approved.~~

**Note: The preceding condition is now addressed by new condition #2.**