

RESOLUTION NO. 2017-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2754-08 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF THE OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2004, OF THE CITY, AND THE TERMINATION OF AN INTEREST RATE HEDGE RELATED TO SUCH BONDS, AND THE ACQUISITION AND/OR CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE CONSOLIDATED WATER AND SEWER SYSTEM OF THE CITY, AND PROVIDED FOR THE ISSUANCE OF NOT EXCEEDING \$57,000,000 WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2008, OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF, AND PROVIDED FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM SUCH SYSTEM; BY MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND AUTHORIZING A NEGOTIATED SALE OF SUCH BONDS, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

ARTICLE I

AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida; Section 16T of the Original Resolution; the Bond Ordinance; and other applicable provisions of law; and is supplemental to the Bond Ordinance.

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall have the meanings specified in this Section. Terms not otherwise defined in this Section shall have the meanings specified in the Original Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida; Section

16T of the Original Resolution; the Bond Ordinance; and other applicable provisions of law.

"Authorized Denominations" shall mean \$5,000 and any integral multiple thereof.

"Authorized Officer" shall mean the City Manager, Assistant City Manager or Finance Director of the Issuer, or his or her designee; or with respect to the Bond Registrar, shall mean any officer authorized by the bylaws or other official action of the Bond Registrar to perform the applicable function or services.

"Bond Ordinance" shall mean Ordinance No. 2754-08 of the Issuer.

"Bond Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, which shall maintain the registration books of the Issuer and be responsible for the transfer and exchange of the Series 2008 Bonds, and which also shall be the paying agent for the Series 2008 Bonds.

"Bond Year" shall mean the annual period ending on an Obligation principal maturity date or Amortization Installment due date.

"Business Day" shall mean a day other than (i) a Saturday or Sunday or (ii) a day on which the Bond Registrar is authorized or required to remain closed.

"Commission" shall mean the City Commission of the City of Winter Park, Florida.

"Cost of Operation and Maintenance" of the System shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the System, as calculated in accordance with generally accepted accounting principles, but shall not include any reserves for renewals and replacements, extraordinary repairs, or any allowance for renewals, replacements and depreciation.

"DTC" shall mean The Depository Trust Company, New York, New York, or its successors.

"Federal Securities" shall mean (i) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; (ii) certificates evidencing ownership of portions of such obligations described in (i) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and independently against the obligor on the underlying obligations if such underlying obligations are not available to satisfy any claim against the custodian; (iii) municipal obligations that have been advance refunded, are secured by an escrow within which are held obligations described in (i), and have been rated in the highest

rating category by either S&P or Moody's; and/or (iv) Interest Components of Resolution Funding Corporation Bonds issued by the Resolution Funding Corporation under the authority of 12 U.S.C. §1441b (so long as such Interest Components have been stripped by the Federal Reserve Bank of New York); none of which described in (i), (ii), (iii) or (iv) above is redeemable prior to maturity at the option of the obligor.

"Gross Revenues" or "Revenues" shall mean all income or earnings, including any income from the investment of funds, but excluding connection fees or charges (including, but not limited to, impact fees and the earnings thereon), derived by the Issuer from the operation of the System.

"Holder" or "Bondholders" or any similar term shall mean the owner of any such Series 2008 Bonds as shown on the registration books of the Issuer maintained by the Bond Registrar, or the beneficial owner of such Series 2008 Bonds, as applicable.

"Interest Payment Date" shall mean June 1 and December 1 of each year while the Series 2008 Bonds are outstanding and unpaid.

"Issuer" shall mean the City of Winter Park, Florida.

"Net Revenues" of the System shall mean the Revenues or Gross Revenues, after deduction of the Cost of Operation and Maintenance.

"Original Resolution" shall mean, collectively, Resolution No. 1878-04 duly adopted by the Commission on August 9, 2004.

"Outstanding Parity Bonds" shall mean the outstanding Water and Sewer Revenue Bonds, Series 2002, of the Issuer, payable from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Series 2008 Bonds.

"Person" shall mean any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or governmental entity or any agency or subdivision thereof, or other legal entity or group of entities.

"Project" shall mean additions, extensions and improvements to the System consisting primarily of water metering equipment, all in accordance with plans and specifications now on file or to be on file with the Issuer on or prior to the date of issuance of the Series 2008 Bonds.

"Purchase Contract" shall mean the bond purchase agreement or agreements between the Issuer and the Underwriters with respect to the Series 2008 Bonds.

"Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Refunded Bonds" shall mean the outstanding Water and Sewer Revenue Bonds, Series 2004, of the Issuer.

"Refunding" shall mean the current refunding of all the Refunded Bonds, including termination of the Swap.

"Reserve Account Requirement" shall mean not exceeding the lesser of (1) the Maximum Bond Service Requirement (computed solely with respect to the Series 2008 Bonds); (2) 125% of the average Bond Service Requirement (computed solely with respect to the Series 2008 Bonds); or (3) an amount equal to 10% of the proceeds of the sale of the Series 2008 Bonds as set forth in Section 148(d)(2) of the Internal Revenue Code of 1986, as amended (collectively, the "Code").

"Securities Depository" shall mean DTC, or any substitute depository.

"Series 2008 Bonds" shall mean the Water and Sewer Refunding and Improvement Revenue Bonds, Series 2008, herein authorized to be issued.

"Swap" shall mean, collectively, (1) the ISDA Master Agreement dated as of April 28, 2004, and its related Schedule and Credit Support Annex of the same date, between the City and JPMorgan Chase Bank, N.A. ("JPMorgan"); (2) the Swap Transaction Confirmation dated as of April 28, 2004, and having an effective date of August 18, 2004, from JPMorgan; (3) the ISDA Master Agreement dated as of April 28, 2004, and its related Schedule and Credit Support Annex of the same date, between the City and Morgan Stanley Capital Services Inc. ("Morgan Stanley"); and (4) the Confirmation dated as of April 28, 2004, and having an effective date of August 18, 2004, from Morgan Stanley; all executed and delivered in anticipation of the issuance of the 2004 Bonds as Variable Rate Obligations.

"System" shall mean the consolidated water and sewer system of the Issuer, and any and all improvements, extensions and additions thereto hereafter constructed or acquired.

"Underwriters" shall mean, collectively, Morgan Keegan & Company, Inc., and Gardnyr Michael Capital, Inc.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer owns, operates and maintains the System and derives and will continue to derive Net Revenues from rates, fees, rentals and other charges made and collected for the

services of and with respect to the System. Such Net Revenues are not now pledged or encumbered in any manner except to the payment from such Net Revenues of the Outstanding Parity Bonds.

B. It is necessary and desirable to implement the Refunding for the reasons stated in the Bond Ordinance. If notice of redemption of the Refunded Bonds has already been disseminated, it is necessary to ratify and approve the same.

C. The Project is necessary and desirable in order to preserve and protect the public health, safety and welfare of the inhabitants of the Issuer.

D. Section 16T of the Original Resolution provides for the issuance of Additional Parity Obligations under the terms, limitations and conditions provided therein. The Issuer will comply with such terms, limitations and conditions, on or prior to the date of delivery of the Series 2008 Bonds, and is, therefore, legally entitled to issue the Series 2008 Bonds as Additional Parity Obligations within the authorization contained in the Original Resolution.

E. The Series 2008 Bonds shall be payable on a parity and rank equally as to lien on and source and security for payment from the Net Revenues with the Outstanding Parity Bonds.

F. The principal of and interest on the Series 2008 Bonds and all required sinking fund, reserve and other payments shall be payable solely from the Net Revenues as provided herein and in the Original Resolution. Neither the Issuer nor the State of Florida or any political subdivision thereof or governmental authority or body therein shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2008 Bonds or to make any of the sinking fund, reserve or other payments required by this Resolution, the Original Resolution or the Series 2008 Bonds; and the Series 2008 Bonds shall not constitute a lien upon any other property owned by or situated within the corporate territory of the Issuer.

G. The estimated Net Revenues will be sufficient to pay all principal of and interest on the Series 2008 Bonds and the Outstanding Parity Bonds, as the same become due, and to make all sinking fund, reserve or other payments required by this Resolution and the Original Resolution.

H. Because of the current volatility in the municipal bond market, the savings to be realized from an expeditious sale of the 2008 Bonds, the unexpected increase in the costs associated with Variable Rate Bonds and the recommendation of the financial advisor to the Issuer, it is in the best interest of the Issuer to approve (1) a negotiated sale of the 2008 Bonds upon the terms, conditions and limitations set forth herein and (2) the termination of the Swap as an interest rate hedge for the 2004

Bonds. At the time of execution and delivery of the Swap, the Issuer did not expect to terminate it.

I. The Issuer will receive prior to the sale of the Series 2008 Bonds, disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

J. The Issuer expects to receive from Moody's, S&P and/or Fitch Ratings, New York, New York, prior to issuance of the Series 2008 Bonds, ratings for the Series 2008 Bonds in one of their or its 3 highest classifications.

K. The Underwriters have represented that they will offer to purchase not exceeding \$57,000,000 aggregate principal amount of the Series 2008 Bonds at the price and the interest rate per annum and upon the remaining terms to be contained in the Purchase Contract.

L. It is necessary and desirable at this time to delegate to the City Manager of the Issuer, the authority to fix the remaining fiscal details for the Series 2008 Bonds on behalf of the Issuer and to execute the Purchase Contract on behalf of the Issuer, subject to the conditions in Section 7.03 of this Resolution.

SECTION 1.04 RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2008 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution (including the Bond Ordinance and applicable provisions of the Original Resolution) shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of such Series 2008 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2008 Bonds over any other thereof, except as expressly provided therein and herein.

ARTICLE II

PROJECT AND REFUNDING; DESCRIPTION, DETAILS AND FORM OF BONDS

SECTION 2.01 PROJECT AND REFUNDING. The Project and the Refunding have been authorized by the Bond Ordinance. The cost of the Project and the Refunding, in addition to the items set forth in the plans and specifications for the Project, may include, but need not be limited to, the acquisition of any personal property or fixtures deemed necessary or convenient therefor; engineering, legal and financing expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications, surveys and computer schedules; the fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the capitalization of interest for a reasonable period after the issuance of the Series 2008 Bonds; the creation and establishment of reasonable reserves for debt service on the Series 2008 Bonds; the discount on the sale of the Series 2008 Bonds, if applicable; any professional fees and termination payments related to the Swap; and such other costs and expenses as may be necessary or incidental to the financing herein authorized and the Project, including reimbursement for money advanced for the cost of the Project from other funds to the Issuer, within the period of 60 days prior to the date of adoption of this Resolution.

SECTION 2.02 AUTHORIZATION OF BONDS. Subject to the provisions of this Resolution and the Original Resolution, the Bond Ordinance has authorized the issuance of obligations of the Issuer to be known as "Water and Sewer Refunding and Improvement Revenue Bonds, Series 2008," herein sometimes referred to as "Series 2008 Bonds," in the aggregate principal amount of not exceeding \$57,000,000. The actual amount of Series 2008 Bonds sold shall be specified in the Purchase Contract.

SECTION 2.03 DESCRIPTION OF BONDS. The Series 2008 Bonds shall be dated, shall be issued in such denominations, shall bear interest at not exceeding the maximum rate authorized by applicable law, payable at such times, and shall mature on such dates and in such years and in such amounts; all as shall be fixed by the Purchase Contract.

The Series 2008 Bonds shall be issued in fully registered form without coupons; shall be issued as current interest paying bonds or as Capital Appreciation Obligations, and as Serial Obligations or Term Obligations, or a combination thereof; shall be payable with respect to both principal and interest at the designated office of the Bond Registrar, or such other bank or banks to be appointed by the Issuer after the delivery of the Series 2008 Bonds; shall be payable in lawful money of the United States of America; and, in the case of current interest paying bonds, shall bear interest from their date or dates, payable by

mail to the Registered Owners at their addresses as they appear on the registration books; provided, however, that at the express written request and expense of any Bondholder of \$1,000,000 or more in principal amount of Series 2008 Bonds, payment shall be made to such Bondholder by wire transfer or other medium acceptable to the Issuer and such Bondholder. If Term Obligations are issued, Amortization Installments therefor shall be fixed in the Purchase Contract. If Capital Appreciation Obligations are issued, Compounded Amounts therefor shall also be fixed in the Purchase Contract.

SECTION 2.04 BOOK-ENTRY BONDS. The Series 2008 Bonds shall be issued as book-entry bonds in accordance with the following book-entry procedures of DTC.

The Series 2008 Bonds shall be initially issued in the form of a single, fully-registered bond in the amount of each separate stated maturity of the Series 2008 Bonds. So long as DTC serves as Securities Depository for the Series 2008 Bonds, the registered owner of all Series 2008 Bonds shall be, and each of the Series 2008 Bonds shall be registered in the name of, DTC or its nominee. So long as any Series 2008 Bond is registered in the name of DTC in its capacity as Securities Depository for the Series 2008 Bonds, or its nominee, all payments with respect to the principal or redemption price of, and interest on, such Series 2008 Bond, and all notices with respect to such Series 2008 Bond, shall be made or given, as the case may be, to DTC as may be agreed to by the Issuer and DTC.

Transfers of principal, redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2008 Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Bond Registrar or the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

The Issuer may establish a record date for purposes of notification of and consents from participants of DTC in connection with any amendment or proposed amendment of this Resolution or otherwise.

The Authorized Officer is hereby authorized to enter into such representations and agreements as he or she deems necessary and appropriate in furtherance of the provisions of this Section.

Upon the discontinuance of the services of DTC as Securities Depository for the Series 2008 Bonds, the Issuer may within 90 days thereafter appoint a substitute Securities Depository which, in the opinion of the Issuer, is willing and able to undertake the functions of Securities Depository under this Resolution upon reasonable and customary terms. If no such successor can be found within such period, the Series 2008 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

In the event that the Series 2008 Bonds shall be no longer restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository as provided in this Section, the Issuer shall execute and the Bond Registrar shall authenticate and deliver, upon presentation and surrender of the Series 2008 Bonds, bond certificates as requested by the Securities Depository of like aggregate principal amount, maturity and interest rate, in Authorized Denominations, to the identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in the Series 2008 Bonds.

SECTION 2.05 EXECUTION OF BONDS. The Series 2008 Bonds shall be executed in the name of the Issuer by its Mayor or Vice Mayor (collectively, the "Mayor"), and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon and attested by its City Clerk or Deputy City Clerk (collectively, the "City Clerk"). The authorized signatures for the Mayor and City Clerk shall be either manual or in facsimile. The Certificate of Authentication of the Bond Registrar shall appear on the Series 2008 Bonds, and no Series 2008 Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Series 2008 Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Series 2008 Bonds shall at all times be a manual signature. In case any one or more of the officers who shall have signed or sealed any of the Series 2008 Bonds shall cease to be such officer of the Issuer before the Series 2008 Bonds so signed and sealed shall have been actually sold and delivered, such Series 2008 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2008 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2008 Bonds shall hold the proper office, although at the date of such Series 2008 Bonds such person may not have held such office or may not have been so authorized.

SECTION 2.06 NEGOTIABILITY. The Series 2008 Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Holder, in accepting any of the Series 2008 Bonds, shall be conclusively deemed to have agreed that such Series 2008 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

SECTION 2.07 REGISTRATION. The Bond Registrar shall be responsible for maintaining the books for the registration and transfer of the Series 2008 Bonds in compliance with a written agreement to be executed between the Issuer the Bond Registrar prior to the delivery date of the Series 2008 Bonds.

Upon surrender to the Bond Registrar for transfer or exchange of any Series 2008 Bond, duly endorsed for transfer or accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Bondholder or his attorney duly authorized in writing, the Bond Registrar shall deliver in the name of the Bondholder or the transferee or transferees, as the case may be, a new fully registered Series 2008 Bond or Series 2008 Bonds of Authorized Denominations and of the same maturity and interest rate and for the aggregate principal amount which the Bondholder is entitled to receive.

All Series 2008 Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Bond Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer or the Bond Registrar, duly executed by the Bondholder or by his duly authorized attorney.

The Bond Registrar or the Issuer may require payment from the Bondholder or transferee of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection with any exchange or transfer of the Series 2008 Bonds. Such charges and expenses shall be paid before any new Series 2008 Bond shall be delivered.

Interest on the Series 2008 Bonds shall be paid to the Bondholders whose names appear on the books of the Bond Registrar as of 5:00 p.m. (eastern time) on the Record Date.

New Series 2008 Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Series 2008 Bonds surrendered, shall be secured by this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2008 Bonds surrendered.

The Issuer and the Bond Registrar may treat the Holder as the absolute owner thereof for all purposes, whether or not such

Series 2008 Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 2.08 NONPRESENTMENT OF BONDS. In the event any Series 2008 Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if money sufficient to pay any such Series 2008 Bonds shall have been deposited with the Bond Registrar for the benefit of the Holder thereof, all liability of the Issuer to the Holder thereof for the payment of such Series 2008 Bonds shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Bond Registrar to hold such funds, uninvested or invested in Federal Securities maturing overnight, but in any event without liability for interest thereon, for the benefit of the Holder of such Series 2008 Bonds which shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under this Resolution with respect to such Series 2008 Bonds.

Any money so deposited with and held by the Bond Registrar not so applied to the payment of Series 2008 Bonds within one year (or such shorter period as shall prevent escheat to the State of Florida) after the date on which the same shall have become due, shall be repaid by the Bond Registrar to the Issuer, and thereafter Bondholders shall be entitled to look only to the Issuer for payment, and then to the extent of the amount so repaid, and all liability of the Bond Registrar with respect to such money shall thereupon cease, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 2.09 PAYMENT OF BONDS. The Issuer will duly and timely pay or cause to be paid from the Net Revenues the principal of, redemption premiums, if any, and interest on the Series 2008 Bonds, when due, by transferring money in the required amounts from the applicable Funds and Accounts to the principal office of the paying agent at least one business day prior to the date on which such payments of principal, premium and interest are due.

SECTION 2.10 DISPOSITION OF BONDS PAID OR REPLACED. Whenever any Series 2008 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2008 Bond shall, after cancellation, either be retained by the Bond Registrar for a period of time specified in writing by the Issuer, or at the option of the Issuer, shall be destroyed by the Bond Registrar in accordance with the laws of the State of Florida, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 2.11 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2008 Bond shall become mutilated, or be destroyed,

stolen or lost, the Issuer, acting through the Bond Registrar, may in its discretion issue and deliver a new Series 2008 Bond of like tenor as the Series 2008 Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated Series 2008 Bond, upon surrender and cancellation of such mutilated Series 2008 Bond or in lieu of and substitution for the Series 2008 Bond destroyed, stolen or lost, and upon the Bondholder furnishing proof of his ownership and the loss thereof (if lost, stolen or destroyed) and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying (in advance if so required by the Issuer or the Bond Registrar) such taxes, governmental charges, attorneys fees, printing costs, and other expenses as the Issuer and/or the Bond Registrar may charge and/or incur. All Series 2008 Bonds so surrendered shall be cancelled by the Bond Registrar. If any such Series 2008 Bond shall have matured or will mature within 45 days, instead of issuing a substitute Series 2008 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2008 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2008 Bonds issued pursuant to this Section shall constitute original contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2008 Bonds be at any time found by anyone; and such duplicate Series 2008 Bonds shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to this Resolution from the funds, as hereinafter pledged, to the same extent as all other Series 2008 Bonds issued under this Resolution.

ARTICLE III

REDEMPTION OF BONDS

SECTION 3.01 OPTIONAL REDEMPTION. The Series 2008 Bonds or any portions thereof shall be subject to redemption at the option of the Issuer, prior to their respective stated dates of maturity, at such times and in such manner as set forth in the Purchase Contract and this Resolution.

SECTION 3.02 MANDATORY SINKING FUND REDEMPTION. The Series 2008 Bonds issued as Term Obligations shall be subject to mandatory redemption by operation of the Bond Amortization Account from Amortization Installments, as set forth in the Purchase Contract and in accordance with this Resolution.

For purposes of mandatory redemption from Amortization Installments, each Series 2008 Bond shall be treated as consisting of \$5,000 units of principal totaling the principal amount of such Series 2008 Bond. In the event of any partial optional redemption of Series 2008 Bonds, the amounts of the mandatory redemptions from Amortization Installments shown in the Purchase Contract shall be proportionately reduced as nearly as may be practicable.

SECTION 3.03. REDEMPTION NOTICES. Notice (conditional or otherwise) of optional redemption shall, at least 30 days prior to the redemption date, be filed with the Bond Registrar and be mailed, postage prepaid, by the Bond Registrar to all Holders (or DTC or its nominee if DTC or its nominee is the sole Holder of the Series 2008 Bonds) of Series 2008 Bonds to be redeemed at their addresses as they appear of record on the books of the Bond Registrar prior to the date fixed for redemption; provided, however, that failure to mail such notice of redemption to a Holder or any failure by DTC or a DTC participant to give such notice to any Person claiming a beneficial interest in a Series 2008 Bond shall not render ineffective any proceedings for redemption with respect to Series 2008 Bonds held by Holders to whom notice was properly mailed. A conditional notice of optional redemption may be revocable by the Issuer on any date prior to the redemption date. No defect affecting any Series 2008 Bond, whether in the notice of redemption or mailing thereof, shall affect the validity of the redemption proceedings for any other Series 2008 Bonds. Interest shall cease to accrue on any Series 2008 Bond duly called for prior redemption on the redemption date, if payment thereof has been duly provided. The privilege of transfer or exchange of any of the Series 2008 Bonds selected for redemption shall be suspended.

Furthermore, at least 2 business days in advance of mailing the notice of redemption as specified above, the Bond Registrar shall send such notice of redemption by certified mail, overnight

mail/delivery service or telecopy to DTC; and at least 30 days prior to the redemption date, mail such notice of redemption to one or more national information services which disseminate notices of redemption of obligations such as the Series 2008 Bonds; provided, however, that failure to distribute such notice of redemption to such depositories and national information services shall not render ineffective any calling of Series 2008 Bonds for prior redemption.

Each notice of redemption shall state the date of dissemination of such notice; the date of issue of the Series 2008 Bonds; the redemption date; the redemption price; the place or places of redemption (including the name and appropriate address or addresses of the paying agent); the dates of maturity and interest rates borne by the Series 2008 Bonds to be redeemed; the CUSIP number (if any) of the maturity or maturities to be redeemed; and, if less than all of any such maturity, the distinctive certificate numbers of the Series 2008 Bonds of such maturity to be redeemed, and, in the case of Series 2008 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on such date there will become due and payable on each of such Series 2008 Bonds, the redemption price thereof, or of such specified portion of the principal amount thereof in the case of a Series 2008 Bond to be redeemed in part only, together with interest accrued thereon to the redemption date; and that from and after such redemption date, interest thereon shall cease to accrue, and shall require that such Series 2008 Bonds be then surrendered at the address or addresses of the paying agent specified in the redemption notice. Failure to include in such notice of redemption all of the information specified in this paragraph, shall not render ineffective any proceedings for the redemption of Series 2008 Bonds.

ARTICLE IV

BOND FORM

SECTION 4.01 FORM OF BONDS. The text of the Series 2008 Bonds, together with the Certificate of Authentication of the Bond Registrar, shall be substantially of the following tenor, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by this Resolution or any subsequent resolution adopted prior to the issuance thereof; or as may be necessary to comply with applicable laws, rules and regulations of the United States Government and the State of Florida in effect upon the issuance thereof:

No. _____

CUSIP: _____
\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ORANGE
CITY OF WINTER PARK
WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BOND
SERIES 2008

RATE OF
INTEREST

MATURITY
DATE

DATE OF
ORIGINAL ISSUE

REGISTERED OWNER: Cede & Co.

KNOW ALL MEN BY THESE PRESENTS, that the City of Winter Park, Florida (the "Issuer"), for value received hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above (subject to the rights of prior redemption), the principal sum shown above, upon the presentation and surrender hereof at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, paying agent and bond registrar (collectively, the "Bond Registrar"), and to pay solely from such special funds, interest hereon from the date of this Series 2008 Bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such sum, at the rate per annum set forth above, payable as specified below.

This Series 2008 Bond is one of an authorized issue of Series 2008 Bonds issued to finance the cost of refunding the outstanding Water and Sewer Revenue Bonds, Series 2004, of the Issuer, and the acquisition and/or construction of additions, extensions and improvements to the consolidated water and sewer system of the Issuer, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, and Chapter 159, Part I, Florida Statutes, and other applicable provisions of law; and Ordinance No. 2754-08 of the Issuer, as supplemented by Resolution No. _____ of the City Commission of the Issuer (collectively, the "Bond Ordinance"); and is subject to all the terms and conditions of such Bond Ordinance. Terms not otherwise defined in this Series 2008 Bond shall have the meanings ascribed to them by the Bond Ordinance.

This Series 2008 Bond and the interest hereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the Issuer from the operation of the System (the "Net Revenues"), in the manner and to the extent provided in the Bond Ordinance, on a parity with the outstanding Water and Sewer Revenue Bonds, Series 2002, of the Issuer. This Series 2008 Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation.

Interest on this Series 2008 Bond is payable on each Interest Payment Date by check mailed by the Bond Registrar to the Registered Owner hereof at its address appearing on the applicable Record Date in the books required to be kept by the Bond Registrar pursuant to the Bond Ordinance, except that in the case of an Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2008 Bonds, upon the written request of such Registered Owner to the Bond Registrar, received on or prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Registered Owner by an instrument in writing delivered to the Bond Registrar. The principal and the redemption price of this Series 2008 Bond shall be payable upon surrender thereof at the office of the Bond Registrar.

REDEMPTION OF BONDS

The Series 2008 Bonds, or any portions thereof, maturing on or after December 1, 20__, shall be subject to redemption prior to their stated dates of maturity, other than by operation of the Bond Amortization Account, at the option of the Issuer, in whole or in part, in such manner determined by the Issuer, on December 1, 20__, or on any date thereafter, at the price of par and accrued interest to the redemption date, plus the following premiums, expressed as percentages of the principal amount of the Series 2008 Bonds or portions thereof to be so redeemed, if redeemed during the following periods:

<u>Redemption Period</u> (both dates inclusive)	<u>Premium</u>
December 1, 20__, to November 30, 20__	___%
December 1, 20__, to November 30, 20__	___
December 1, 20__, and thereafter	0

Principal amounts of the term Series 2008 Bonds of this issue, or portions thereof, maturing on December 1, 20__, to be selected by lot, which shall be equal to the following mandatory amortization installments:

Year Amount

\$

shall be redeemed on December 1 in such years prior to their maturity (except the installment maturing in the year 20__) by operation of the Bond Amortization Account, at the price of the principal amount thereof plus accrued interest to the date of redemption, or be purchased in the open market at a price not to exceed such redemption price.

Notice of such redemption shall be given in the manner and to the extent required by the Bond Ordinance.

GENERAL PROVISIONS

It is expressly agreed by the Registered Owner of this Series 2008 Bond that such Registered Owner shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Series 2008 Bond or for the making of any sinking fund or other payment specified in the Bond Ordinance. This Series 2008 Bond and the indebtedness evidenced thereby shall not constitute a lien upon any other property of or in the Issuer, but shall constitute a lien only upon the Net Revenues, in the manner and to the extent provided in the Bond Ordinance.

This Series 2008 Bond may be transferred only upon the books of the Issuer kept by the Bond Registrar upon surrender thereof at the principal office of the Bond Registrar with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such transfer, as provided in the Bond Ordinance. Upon any such transfer, there shall be executed in the name of the transferee, and the Bond Registrar shall deliver, a new registered Series 2008 Bond or Series 2008 Bonds of authorized denominations and in the same aggregate principal amount, maturity and interest rate as this Series 2008 Bond.

In like manner, subject to such conditions and upon the payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, the Registered Owner of any Series 2008 Bond or Series 2008 Bonds may surrender the same (together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully

registered Series 2008 Bonds in authorized denominations and of the same maturity and interest rate as this Series 2008 Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Series 2008 Bond exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Series 2008 Bond and of the issue of Series 2008 Bonds of which this Series 2008 Bond is one, does not violate any constitutional or statutory limitation.

This Series 2008 Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

This Series 2008 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Winter Park, Florida, has issued this Series 2008 Bond and has caused the same to be executed by its Mayor, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon and attested by its City Clerk, all as of November, 2008.

CITY OF WINTER PARK, FLORIDA


(SEAL)

By


Mayor, David C. Strong

ATTESTED:

By


City Clerk, Cynthia S. Bonham

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Series 2008 Bond is one of the Series 2008 Bonds of the issue described in the Bond Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
Jacksonville, Florida
As Bond Registrar

By _____
Authorized Signature

Date of Authentication: _____, 2008

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIF/TRANS MIN ACT - _____ (Cust.)
TEN ENT - as tenants by the entireties	Custodian for _____ (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____ (PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE) the within bond and does hereby irrevocably constitute and appoint _____ as his agent to transfer the bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or change whatever.

Signature guaranteed:

Signature guarantee by guarantor
institution participating in
Securities Transfer Agents
Medallion Program, or in other
guarantee program acceptable to
Bond Registrar

ARTICLE V

BOND PROCEEDS; REDEMPTION OF REFUNDED BONDS

SECTION 5.01 APPLICATION OF BOND PROCEEDS. The proceeds, including accrued interest, capitalized interest and premium, if any, received from the sale of any or all of the Series 2008 Bonds shall be applied by the Issuer simultaneously with their delivery to the purchaser thereof as follows:

A. Accrued and capitalized interest shall be deposited in the Interest Account, created and established by the Original Resolution, and shall be used only for the purpose of paying interest becoming due on the Series 2008 Bonds.

B. A sum which, together with other legally available funds of the Issuer deposited in the Series 2008 Bonds Reserve Subaccount, created and established in Section 6.01 below, on the date of delivery of the Series 2008 Bonds, will equal an amount not exceeding the Reserve Account Requirement, shall be deposited into the Series 2008 Bonds Reserve Subaccount. Such amount shall be set forth in the closing certificates for the Series 2008 Bonds.

C. An amount sufficient to pay the principal and interest due on the redemption date for the Refunded Bonds shall be deposited with the paying agent for the Refunded Bonds.

D. An aggregate amount sufficient to pay the termination fee for the Swap shall be paid to JPMorgan and Morgan Stanley, as their interests may appear.

E. To the extent not paid or reimbursed therefor by the original purchaser of the Series 2008 Bonds, the Issuer shall pay all costs and expenses in connection with the preparation, sale and issuance of the Series 2008 Bonds, including any professional fees related to the Swap then due and owing.

F. There is hereby established the Series 2008 Bonds Project Fund (the "Project Fund") into which shall be paid the balance of the money remaining after making all the deposits and payments provided in paragraphs A, B, C, D and E above. The Project Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and the money on deposit therein shall be withdrawn, used and applied by the Issuer solely to the payment of the cost of the Project and purposes incidental thereto, as described above and set forth. If for any reason such proceeds or any part thereof are not necessary for or are not applied to the payment of such cost, then the unapplied proceeds shall be deposited by the Issuer into the Sinking Fund. Any funds on deposit in the Project Fund which, in the opinion of the Issuer, are not immediately necessary for expenditure, as provided above,

may be invested in Authorized Investments maturing not later than the date on which such funds will be needed for payment of the costs of the Project. All income derived therefrom shall be deposited in the Project Fund pending completion of the Project, and then in the Sinking Fund. All such proceeds shall be and constitute trust funds for such purposes, and there is hereby created a lien upon such money until so applied in favor of the Holders of the Series 2008 Bonds.

SECTION 5.02 REDEMPTION OF REFUNDED BONDS. The Refunded Bonds are hereby called for redemption, as a whole, as of December 11, 2008, or such later date as determined by an Authorized Officer of the Issuer (the "Redemption Date") and set forth in the Notice of Redemption disseminated as specified below, at a price of par plus accrued interest to the Redemption Date, without premium. The Notice of Redemption of such Refunded Bonds shall be in substantially the following form:

**NOTICE OF REDEMPTION
CITY OF WINTER PARK, FLORIDA
WATER AND SEWER REVENUE BONDS, SERIES 2004**

NOTICE IS HEREBY GIVEN by the City of Winter Park, Florida (the "City"), that the outstanding Water and Sewer Revenue Bonds, Series 2004 (the "2004 Bonds"), dated and originally issued on August 18, 2004, CUSIP No. 976050CY8, maturing on December 1, 2034, and which are redeemable as a whole on _____, 2008 (the "Redemption Date"), at the option of the City, at the redemption price of the principal amount of each 2004 Bond to be redeemed (the "Redemption Price"), together with interest accrued thereon to the date fixed for redemption, will be redeemed on the Redemption Date[, *subject to the condition described below*].

Payment of the Redemption Price, plus accrued interest, of the 2004 Bonds will be made on the Redemption Date, at the office of The Bank of New York Mellon Trust Company, N.A., in Jacksonville, Florida. Interest on the 2004 Bonds being redeemed will cease to accrue from and after the Redemption Date.

[Redemption of the 2004 Bonds is conditioned upon the issuance by the City of its Water and Sewer Refunding and Improvement Revenue Bonds, Series 2008, part of the proceeds of the sale of which will be used to finance the Redemption Price, plus accrued interest, on the 2004 Bonds.]

Dated and mailed this ____ day of _____, 2008.

CITY OF WINTER PARK, FLORIDA

By /s/ Charles W. Hamil, III
Finance Director

At the option of the Issuer, the Notice of Redemption, may be conditioned upon the issuance of the Series 2008 Bonds to refund the Refunded Bonds.

Staff of the Issuer has or will, at least 30 days prior to the redemption date, caused or will cause the Notice of Redemption to be filed with the bond registrar for the Refunded Bonds and be mailed, postage prepaid, by the bond registrar for the Refunded Bonds to all holders (or DTC or its nominee if DTC or its nominee is the sole holder of the Refunded Bonds) of the Refunded Bonds to be redeemed at their addresses as they appear of record on the books of such bond registrar prior to the redemption date. If previously filed for such purposes, such dissemination of the Notice of Redemption is hereby ratified and confirmed.

SECTION 5.03 SWAP TERMINATION. The Swap shall be terminated on or prior to the date of issuance of the Series 2008 Bonds for the Refunding.

ARTICLE VI

ORIGINAL RESOLUTION

SECTION 6.01 APPLICATION OF ORIGINAL RESOLUTION. Except as otherwise provided in this Section, (a) the Series 2008 Bonds shall for all purposes be considered to be Additional Parity Obligations issued under the authority of the Original Resolution and the Bond Ordinance; and (b) shall be entitled to all the protection, security, rights and privileges enjoyed by the Outstanding Parity Bonds.

The Series 2008 Bonds herein authorized shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness, but shall be payable solely from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Outstanding Parity Bonds, as provided in this Resolution, the Bond Ordinance and the Original Resolution. No Holder of any of the Series 2008 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on real property therein for payment of the Series 2008 Bonds.

There is hereby created and established a trust fund within the Reserve Account to be known as the Series 2008 Bonds Reserve Subaccount, for the benefit of the Holders of the Series 2008 Bonds. The Series 2008 Bonds Reserve Subaccount shall be funded, secured, replenished, if necessary, and invested in the same manner specified for the Reserve Account by the Original Resolution; provided, however, that the amount on deposit in such Series 2008 Bonds Reserve Subaccount shall not exceed the Reserve Account Requirement, and investment income therein shall be subject to rebate to the extent required by the Code and any valid and applicable rules and regulations promulgated thereunder. Money on deposit in the Series 2008 Bonds Reserve Subaccount shall be used for the same purposes with respect to the Series 2008 Bonds as money on deposit in the balance of the Reserve Account may be used with respect to the Outstanding Parity Bonds, but the holders of the Outstanding Parity Bonds shall have no right to receive payment of principal of, redemption premium, if any, or interest on the Outstanding Parity Bonds from the Series 2008 Bonds Reserve Subaccount, unless the amount of cash and/or Authorized Investments on deposit therein and in the balance of the Reserve Account, together equal, or the face amount of a municipal bond reserve insurance policy or policies, as described below and in the Original Resolution, with respect to both the Series 2008 Bonds and the Outstanding Parity Bonds equals, the Maximum Bond Service Requirement on the Series 2008 Bonds and the Outstanding Parity Bonds; nor shall the Holders of the Series 2008 Bonds have any right to receive payment of principal of, redemption premium, if any, or interest on the Series 2008 Bonds from the balance of the Reserve Account unless such Maximum Bond Service Requirement (as evidenced by cash and/or Authorized

Investments, or such bond reserve insurance) is on deposit in the entire Reserve Account. If the amount of cash and/or Authorized Investments, or such bond reserve insurance, on deposit in the entire Reserve Account equals the Maximum Bond Service Requirement on the Series 2008 Bonds and the Outstanding Parity Bonds, the Series 2008 Bonds Reserve Subaccount and the balance of the Reserve Account shall be available for payment of principal of, redemption premium, if any, or interest on the Outstanding Parity Bonds and the Series 2008 Bonds, equally and ratably, as specified in the Original Resolution.

The Issuer may provide a Reserve Account Policy for the Series 2008 Bonds Reserve Subaccount in accordance with the provisions of Section 16C(5) of the Original Resolution, as long as the amount of such Reserve Account Policy does not exceed the Reserve Account Requirement set forth in this Resolution.

At any time after the issuance of the Bonds, the Issuer may, in its discretion, withdraw the amount of money on deposit in the Series 2008 Bonds Reserve Subaccount and substitute in its place, a Reserve Account Policy as described in the preceding paragraph, in the face amount of such withdrawal, and deposit the surplus money so withdrawn into the Sinking Fund.

ARTICLE VII

REMEDIES, TAX COVENANTS AND BOND SALE

SECTION 7.01 REMEDIES. Any trustee or any Holder of Series 2008 Bonds issued under the provisions hereof acting for the Holders of all Series 2008 Bonds may by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained herein, and may enforce and compel the performance of all duties herein required or by any applicable statutes to be performed by the Issuer or by any officer thereof. Nothing herein, however, shall be construed to grant to any Holder of such Series 2008 Bonds any lien on any property of or within the corporate boundaries of the Issuer, except as provided herein. No Holder of Series 2008 Bonds, however, shall have any right in any manner whatever to affect, disturb or prejudice the security of this Resolution or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Holders of Series 2008 Bonds.

SECTION 7.02 TAX EXEMPTION. The Issuer at all times while the Series 2008 Bonds and the interest thereon are outstanding will comply with the requirements of the Code to the extent necessary to preserve the exemption from federal income taxation of the interest on the Series 2008 Bonds. The chief financial officer of the Issuer, or his designee, is authorized to make or effect any election, selection, choice, consent, approval or waiver on behalf of the Issuer with respect to the Series 2008 Bonds as the Issuer is required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or characterization of the Series 2008 Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer, or his designee. Any action of such officer, or his designee, in that regard shall be in writing and signed by the officer, or his designee.

SECTION 7.03 DELEGATION OF SALE AUTHORITY. Subject to the following conditions, the City Manager of the Issuer is authorized to execute the Purchase Contract on behalf of the Issuer, and to deliver executed copies to the Underwriters:

A. The Series 2008 Bonds may be sold and issued all at one time or in installments from time to time, using a separate Purchase Contract for each installment.

B. The form and substance of the Purchase Contract shall be approved by the City Manager and general counsel, bond counsel and the financial advisor to the Issuer.

C. The interest rate or rates for the Series 2008 Bonds being sold shall be recommended by the financial advisor to the Issuer as comparable to market interest rates on the date of sale.

D. The Underwriters' spread (composed of the Underwriters' expenses, management fee and takedowns) shall not exceed the amount recommended by the financial advisor to the Issuer for the Series 2008 Bonds sold in accordance with the Purchase Contract.

E. The final maturity of the Series 2008 Bonds shall not be later than December 1, 2036.

F. Prior to award of the Series 2008 Bonds to the Underwriters, the Issuer shall receive from the Underwriters, disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

G. The Underwriters shall comply with such other conditions as requested by any of the persons described in paragraph B above.

SECTION 7.04 OFFICIAL STATEMENT. Underwriters' counsel shall prepare and disseminate an official statement for the Series 2008 Bonds, in substantially the form attached hereto as Exhibit A. The City Manager of the Issuer may certify on behalf of the Issuer that the official statement is "deemed final" for the purposes of compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 8.01 MODIFICATION OR AMENDMENT. No adverse material modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the Holders of 51% or more in aggregate principal amount of all the Series 2008 Bonds so affected by such modification or amendment; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2008 Bonds or a reduction in the rate of interest thereon, or in the amount of principal obligation thereof, or affect the promise of the Issuer to pay the principal of and interest on the Series 2008 Bonds as the same shall become due from the Net Revenues, or reduce the percentage of the Holders of the Series 2008 Bonds required to consent to any adverse material modification or amendment hereof without the consent of the Holders of all Series 2008 Bonds.

SECTION 8.02 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2008 Bonds issued hereunder.

SECTION 8.03 DEFEASANCE. If, at any time, the Issuer shall have paid, or shall have made provision for the payment of, the principal, interest and redemption premiums, if any, with respect to the Series 2008 Bonds, or any portion thereof, then, and in that event, the pledge of and lien on the Net Revenues in favor of the applicable Bondholders shall be no longer in effect; provided, however, that under those circumstances if any of the Series 2008 Bonds are to be redeemed prior to their respective stated dates of maturity, and such redemption will be accomplished more than 90 days after such defeasance, the Bond Registrar, within 30 days of such defeasance, will mail to the registered securities depositories and national information services (as described in Section 3.03) and to the Holders of such Series 2008 Bonds at their addresses as they appear on the registration books of the Issuer maintained by the Bond Registrar, and, if applicable, one additional time at least 30 days prior to the redemption date, a notice stating that a deposit in accordance with this Section has been made with the escrow holder and that the Series 2008 Bonds are deemed to have been paid in accordance with this Section, and stating such maturity or redemption date upon which money will be available for the payment of the principal of, redemption premium, if any, and interest on such Series 2008 Bonds; but failure to

give such notice of advance refunding shall not affect any defeasance otherwise in accordance with this Section. For purposes of the preceding sentence, deposit of sufficient cash and/or principal and interest of Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the applicable Bondholders, to make timely payment of the principal, interest, and redemption premiums, if any, on the outstanding Series 2008 Bonds, shall be considered "provision for payment."

SECTION 8.04 CONTINUING DISCLOSURE.

A. Provision of Annual Information; Audited Financial Statements; and Notices of Events. The Issuer hereby covenants, in accordance with the provisions of Rule 15c2-12, as amended (collectively, the "Rule"), promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided:

(1) to each nationally recognized municipal securities information repository, or to a central information repository, designated from time to time by the SEC (collectively, the "NRMSIR") and to any state information depository for the State of Florida with which filings are required to be made by the Issuer in accordance with the Rule (the "SID"), (a) annual financial information and operating data of the type described under the caption "Annual Information" below for each Fiscal Year ending on or after September 30, 2008, not later than the following May 1, and (b) when and if available, audited financial statements for the Issuer for each such Fiscal Year; and

(2) to the NRMSIR or to the Municipal Securities Rulemaking Board established by the SEC (the "MSRB"), and to SID, in a timely manner, notice of (a) any Specified Event described in the subsection entitled a "Specified Event" if that Specified Event is material, (b) the Issuer's failure to provide the Annual Information on or prior to the date specified above, (c) any change in its Fiscal Year, (d) its failure to appropriate funds to meet costs to be incurred to provide the foregoing information, and (e) the termination of its obligations to provide the foregoing information.

The Issuer expects that (a) annual financial statements of the Issuer will be prepared and audited, (b) any such audited statements shall be available together with the Annual Information, and (c) the accounting principles to be applied in the preparation of those financial statements shall be generally accepted accounting principles as recommended from time to time by the Governmental Accounting Standards Board. In the event that the audited annual general purpose financial statements of the Issuer are not available by the date on which the Annual Information shall be provided, the Issuer will provide unaudited

financial statements of the Issuer by the date specified and audited financial statements when available.

B. **Annual Information.** Annual Information to be provided by the Issuer shall consist of: (1) the Comprehensive Annual Financial Report of the Issuer for the Fiscal Year; (2) a summary of Revenues and System expenses for the Fiscal Year; (3) the coverage of the Maximum Bond Service Requirement, Cost of Operation and Maintenance and Reserve Account and Renewal and Replacement Fund deposit requirements; and (4) to the extent not set forth in the Comprehensive Annual Financial Report, additional financial information and operating data of the type included with respect to the Issuer in the final official statement prepared in connection with the sale and issuance of the Series 2008 Bonds, including, (a) updates of information set forth in the official statement relating to the number of System customers, water and sewer rates, accounts receivable and estimated uncollectible accounts with respect to the System, (b) a description of any additional debt of the Issuer payable from the Net Revenues, (c) a description of any material litigation which would have been disclosed in the final official statement if such litigation had occurred and been ongoing at the time the final official statement is dated, (d) any other financial information or operating data of the type included in the final official statement which would be material to a Holder or prospective Holder of the Series 2008 Bonds; each presented in a manner consistent with the presentation of such information in the final official statement for the Series 2008 Bonds.

C. **Specified Events.** Specified Events shall include the occurrence of the following events, within the meaning of the Rule, with respect to the Series 2008 Bonds: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Series 2008 Bonds; modifications to rights of holders of Series 2008 Bonds; Series 2008 Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Series 2008 Bonds; and rating changes.

D. **Amendments.** The Issuer reserves the right to amend this Resolution as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or type of business conducted by the Issuer. Any such amendment shall be made only in a manner consistent with the Rule and interpretations thereof by the SEC. Annual Information containing any amended operating data or

financial information shall explain, in narrative form, the reasons for any such amendment and the impact of the change on the type of operating data or financial information being provided.

E. **Remedy for Breach.** The covenants contained herein, as amended, relating to the Issuer's continuing disclosure requirements shall be solely for the benefit of the Holders and beneficial owners from time to time of the Series 2008 Bonds. Holders and beneficial owners, to the extent permitted by law and equity, shall have the right, and shall be limited to the right, upon any breach by the Issuer of the covenants contained in this Section and to the exclusion of any other remedy for that breach, that otherwise would be available, to institute and maintain, or to cause to be instituted and maintained, proceedings at law or in equity to obtain the specific performance by the Issuer of its obligations under this Section. An individual Holder or beneficial owner shall not be entitled to institute or maintain proceedings to challenge the sufficiency of any pertinent filing that is made.

F. **Non-Appropriation.** The performance by the Issuer of its obligations under this Section, relating to the Issuer's continuing disclosure requirements, shall be subject to the availability of funds and their annual appropriation to meet costs the Issuer would be required to incur to perform such obligations.

G. **Termination.** The obligations of the Issuer under this Section, relating to the Issuer's continuing disclosure requirements, shall remain in effect only for such period that the Series 2008 Bonds are outstanding in accordance with their terms and the Issuer remains an obligated person with respect to the Series 2008 Bonds within the meaning of the Rule. The obligation of the Issuer to provide the Annual Information and notices of the events described above shall terminate, if and when the Issuer no longer remains such an obligated person.

H. **Separate Bond Report Not Required.** Additionally, the requirements of this Section do not necessitate the preparation of any separate annual report addressing only the Series 2008 Bonds. These requirements may be met by the filing of a combined bond report or the Issuer's Comprehensive Annual Financial Report; provided, such report includes all of the required information and is available by May 1. Additionally, the Issuer may incorporate any information provided in any prior filing with the NRMSIR or included in any final official statement of the Issuer; provided, such final official statement is filed with the MSRB.

SECTION 8.05 USE OF FUNDS FOR REFUNDED BONDS. An allocable portion of the money and investments in the funds and accounts established in the proceedings authorizing the issuance of the Refunded Bonds may be transferred to one or more of the corresponding Funds and Accounts established in this Resolution or the Original Resolution for the Series 2008 Bonds; or at the option of the Issuer, may be used for payment of the Refunded Bonds.

SECTION 8.06 GENERAL AUTHORITY. The Mayor, City Manager, Assistant City Manager and Finance Director of the Issuer, or any of them, are hereby authorized, in connection with the issuance and sale of the Series 2008 Bonds and the transactions specified in the Series 2008 Bond documents, to do all things and to take any and all actions on behalf of the Issuer; to execute and deliver the Series 2008 Bond documents (including, but not limited to, the Purchase Contract); to provide disclosures concerning the Issuer; and to finalize and close the transactions specified in all such agreements or arrangements (including any amendments or modifications thereof), including, without limitation, the execution and delivery of any and all documents and instruments deemed appropriate by any of such officers, and the making of any appropriate statements, representations, certifications and confirmations on behalf of the Issuer, and in their respective capacities as officers thereof, necessary, appropriate or convenient to effectuate and expedite the issuance and delivery of the Series 2008 Bonds, the consummation of the transactions specified by the Series 2008 Bond documents, and any and all of the covenants, agreements and conditions of the Issuer; the approval of the Issuer and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

SECTION 8.07 REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

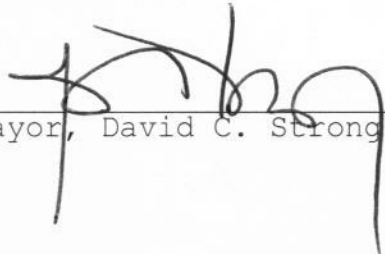
SECTION 8.08 EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 10th day of November, 2008.

CITY OF WINTER PARK, FLORIDA

(SEAL)


By



Mayor, David C. Strong

ATTESTED:

By



City Clerk, Cynthia S. Bonham

Exhibit A

OFFICIAL STATEMENT