



city commission agenda

Regular Meeting

May 22, 2017
3:30 p.m.
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Pete Weldon

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

1 Meeting Called to Order

2 Invocation Building Director George Wiggins Pledge of Allegiance

3 Approval of Agenda

4 Mayor's Report

***Projected Time**
***Subject to change**

5 City Manager's Report

***Projected Time**
***Subject to change**
5 minutes

6 City Attorney's Report

***Projected Time**
***Subject to change**

7	Non-Action Items	*Projected Time *Subject to change
a.	Financial Report – March 2017	10 minutes
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
a.	Approve the minutes of May 8, 2017.	5 minutes
b.	Approve the following purchase and contracts:	
1.	PR162066 to Wesco Distribution, Inc. for three-phase transformers for City undergrounding projects; \$95,819.79.	
2.	Piggyback contract (State of Florida Contract #DMS-10/11-008C) with Verizon Wireless for Mobile Communication Services; and authorize the Mayor to execute the contract.	
3.	Piggyback contract (Orange County Contract Y16-1066 for Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials) with Hubbard Construction Company; and authorize the Mayor to execute the contract.	
10	Action Items Requiring Discussion	*Projected Time *Subject to change
a.	Sale of 301 W. Comstock Avenue	20 minutes
11	Public Hearings	*Projected Time *Subject to change
a.	Request of Kim Neitzel:	15 minutes
-	Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" to revise the permitted uses in Office zoning districts to permit veterinary clinics (1)	
b.	Resolution – Extending certain deadlines in Ordinance No. 2965-14 (Vacating portion of Loren Avenue in Ravaudage)	10 minutes
c.	Resolution - Telecommunications Infrastructure Bill	10 minutes
12	City Commission Reports	*Projected Time *Subject to change
a.	Commissioner Seidel	10 minutes total
b.	Commissioner Sprinkel	
c.	Commissioner Cooper	
d.	Commissioner Weldon	
e.	Mayor Leary	

appeals & assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

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

Financial Report

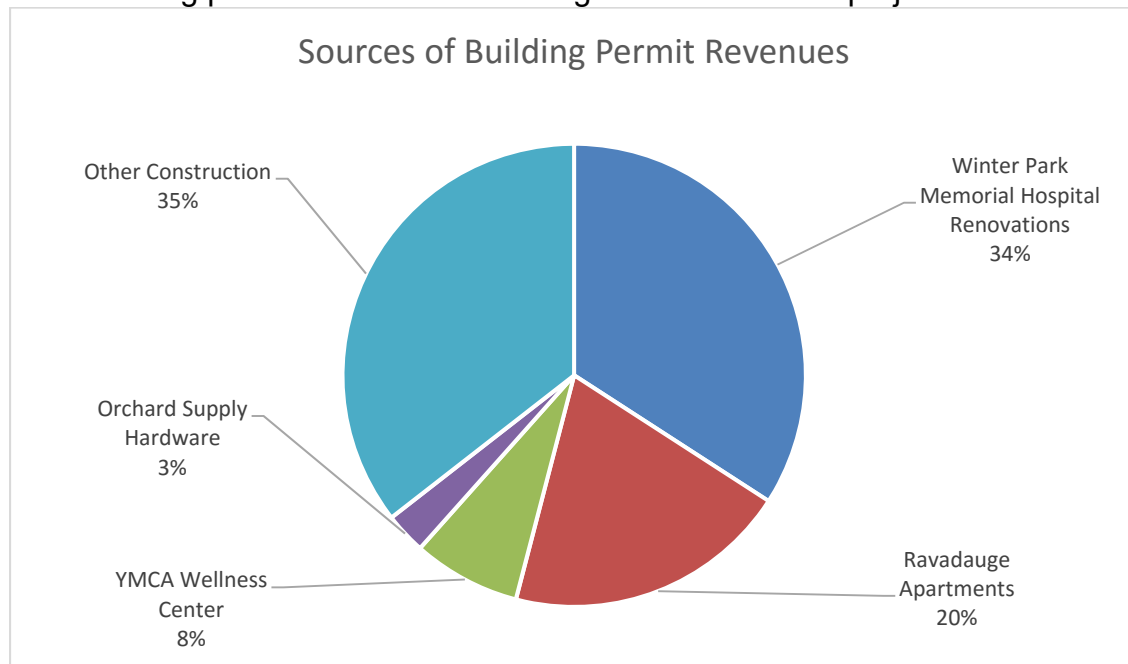
For the Month of March (50% of fiscal year lapsed) Fiscal Year 2017

General Fund

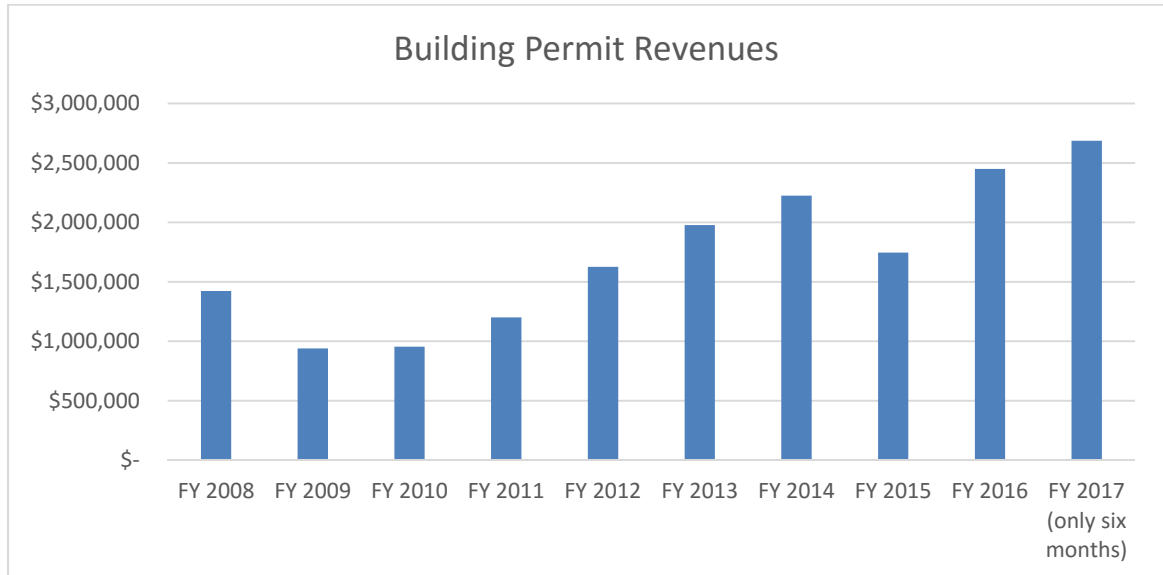
Halfway through the fiscal year General Fund revenues appear to be on track with annual budget projections. A few items of note include:

1. Almost all property tax revenues have been received through March 31. There will be more and we expect to meet our annual budget estimate.
2. Electric utility tax revenues are running lower than expected due to mild weather having a negative impact on sales of electricity. The utility tax revenue shortfall could be as much as \$120,000. While Communications Services Tax revenue continues to be a declining source of funding, it was budgeted very conservatively for FY 2017 and it looks like we may beat the budget by about \$80,000.
3. Business taxes are renewed each October 1. Some additional revenue will be realized over the remainder of the fiscal year but the largest amount has already been received.
4. A few commercial construction projects are driving the large building permit fee revenues. Winter Park Memorial Hospital (\$960,000), Ravadauge Apartments (268 units, \$560,000 permit fees), YMCA Wellness Center (\$212,000), and Orchard Supply Hardware (\$81,000). Two thirds of these revenues are restricted to enforcing the Florida Building Code. This will provide a minimum of \$300,000 in additional unrestricted revenues just based on revenues through March 31.

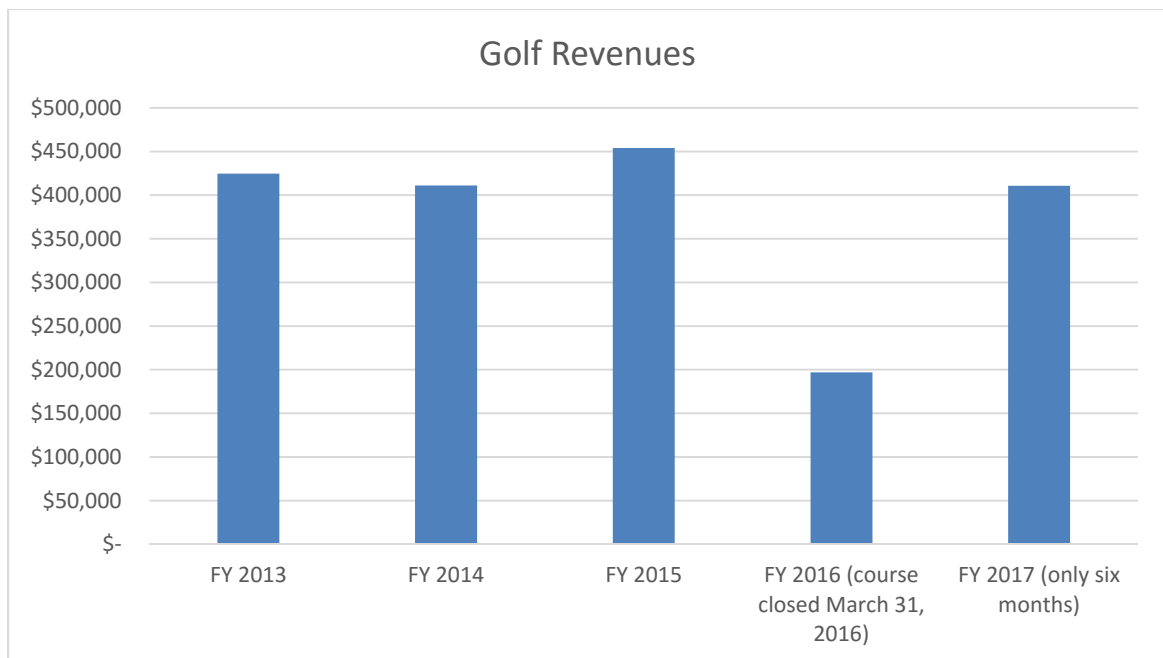
The following pie chart illustrates how significant these five projects have been:



Historical building permit revenues have been as follows:



5. State revenue sharing, half cent sales tax, and local option gas tax revenues are coming in less than projected and could be as much as \$300,000 below our revenue estimates.
6. Golf related revenues are on track to exceed the annual budget by \$250,000. Revenues from the first six months of the newly renovated course being in business have nearly eclipsed annual revenues from recent years.



7. Fire inspection fees for the commercial construction projects mentioned above increased charges for services revenue by \$665,000.

8. Miscellaneous revenue is largely made up of investment earnings which reflect market value swings in the City's investment portfolio. The Federal Reserve rate hike reduced the market value of the City's fixed income portfolio. The City follows a buy and hold investment strategy in which the swings neither benefit nor harm the City as the Treasury and Agency securities invested in are paid off at par when the investment matures.
9. Milder weather is also having a detrimental effect on the transfer of franchise fee equivalent revenue from the Electric Fund. These transfers are projected to be approximately \$300,000 below the budget estimate.

Departmental expenditures for the first half of the year are in line with budgetary expectations. Information Technology Services expenditures appear ahead of schedule due to renewal of annual software maintenance contracts and Microsoft licensing. Operating transfers out include the City's transfer to the CRA for tax increment revenue. This payment is required to be made by December 31. Transfers out will be exactly equal to the budget at the end of the fiscal year.

Community Redevelopment Agency Fund

The CRA was credited with the annual tax increment revenue from both the City and County in December. The County portion is on the Intergovernmental revenue line item and the City portion is reflected in the Operating Transfers In.

Charges for services revenue is primarily associated with the ice rink.

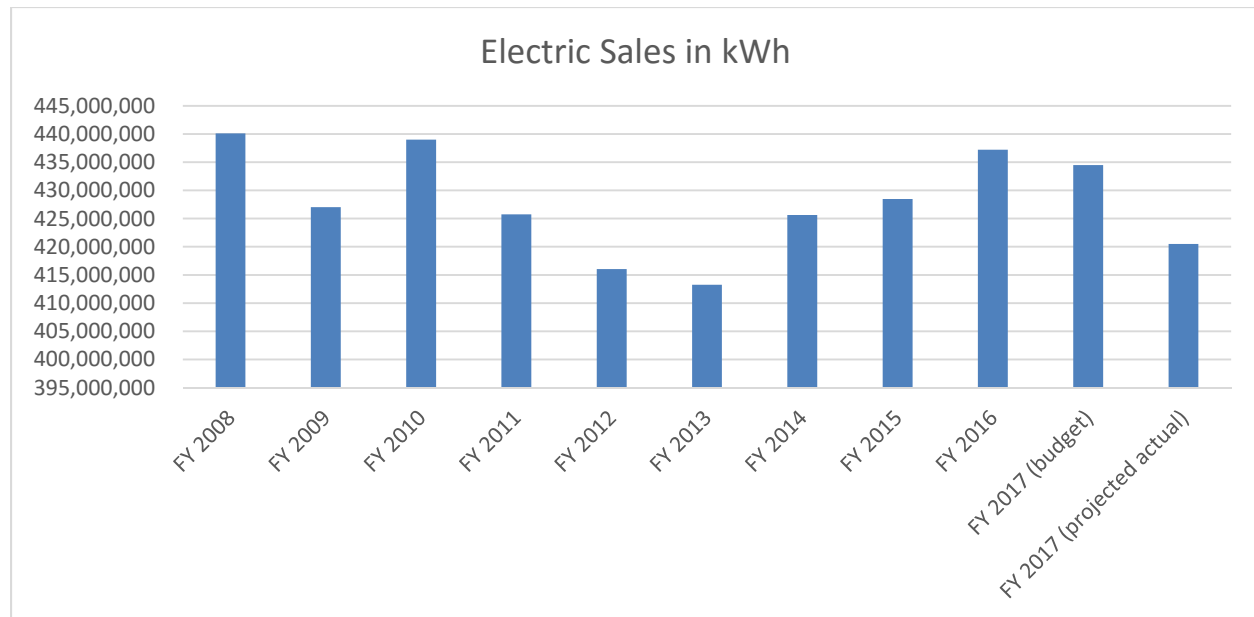
Principal on CRA debt is due January 1. While debt service appears to be going over budget at this point, it will equal the annual budget by fiscal year end.

Water and Sewer Fund

Sales of water and sewer service for the first half of FY 2017 are tracking closely with the forecast. Rates were increased by 1.21% effective October 1. This is the index increase used by the Florida Public Service Commission for water and sewer utilities it regulates. Rising interest rates negatively affected investment values. The bottom line reflects a positive \$1,062,795 and debt service coverage is projected to be a strong 1.91 for the fiscal year.

Electric Services Fund

The 2017 electric budget was prepared assuming kWh sales of 434,500,000 which seemed reasonable based on trends from the previous year. 2016 sales ended the year at 437,231,854 kWh. The lack of heating degree days and cooling degree days has us on a path towards annual sales in 2017 of 420,500,000. This will have the effect of reducing net revenue to the electric fund of about \$520,000. As noted above, it also has a negative effect on payments to the General Fund for electric utility taxes and franchise fee equivalents.



The table below projects the effect of the most significant factors having an effect on the net change in working capital in 2017:

Projected Annual Net Change in Working Capital	
Net effect of lower kWh sales on revenues net of lower cost of purchasing bulk power	(\$520,000)
Budgeted use of reserves for undergrounding (last remaining bond proceeds)	(\$450,000)
Estimated under recovery of fuel	(\$500,000)
Savings on transfer to General Fund due to lower kWh sales and under recovery of fuel	\$300,000
Other factors	\$12,691
Projected net change in working capital	(\$1,157,309)

As fuel costs have continued to decline, the City has been reducing its fuel cost recovery rates. Despite the rate reductions in 2016, the City ended last fiscal year with a fuel cost stabilization fund balance of \$2,127,701. Fuel rates were reduced again October 1 and through March the under-recovery has been \$194,417. For purposes of this report, it is

assumed fuel costs will be under recovered by \$500,000 for the fiscal year which will put the balance close to the top end of the goal range at \$1,600,000.

Debt service coverage is forecast at 2.04 which, while lower than past year's, is still a very strong coverage ratio.

Investment Report

This two page report summarizes the City's cash and investment holdings as of March 31, 2017. The overall portfolio has a blended rate of return of 1.43% and the average maturity of the long-term investment securities held was 4.26 years. All investment holdings were within the parameters of the City's current Investment Policy as of March 31, 2017 with the exception of the limitation on the total portfolio that may be invested in federal instrumentalities. The limitation per policy is 80% and the portion in federal instrumentalities at March 31 is 81.94%. The portfolio will be rebalanced over the coming months to get back into compliance with this requirement.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD March 31, 2017 and 2016
50% of the Fiscal Year Lapsed

	Fiscal YTD March 31, 2017						Fiscal YTD March 31, 2016				
	Actual		Budget				Actual		Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual	
Revenues:											
Property Tax	\$ 17,332,842	178%	\$ 19,441,569	\$ 19,441,569	\$ 9,720,785	\$ 7,612,057	\$ 15,829,165	\$ 17,927,507	\$ 8,963,754	\$ 6,865,411	
Franchise Fees	465,338	86%	1,079,913	1,079,913	539,957	(74,619)	564,390	1,181,603	590,802	(26,412)	
Utility Taxes	3,088,322	96%	6,404,269	6,404,269	3,202,135	(113,813)	3,177,096	6,680,726	3,340,363	(163,267)	
Business Taxes	453,446	183%	496,475	496,475	248,238	205,208	467,734	494,975	247,488	220,246	
Building Permits	2,812,298	292%	1,922,997	1,922,997	961,499	1,850,799	1,045,949	1,918,000	959,000	86,949	
Other Licenses & Permits	24,190	128%	37,940	37,940	18,970	5,220	23,475	25,000	12,500	10,975	
Intergovernmental	3,553,094	96%	7,419,917	7,419,917	3,709,959	(156,865)	3,563,086	7,145,937	3,572,969	(9,883)	
Charges for Services	4,384,748	117%	7,504,420	7,504,420	3,752,210	632,538	2,800,664	5,604,608	2,802,304	(1,640)	
Fines and Forfeitures	529,107	95%	1,111,205	1,111,205	555,603	(26,496)	670,216	937,797	468,899	201,317	
Miscellaneous	54,303	16%	688,850	688,850	344,425	(290,122)	409,887	710,700	355,350	54,537	
Fund Balance	-	-	133,284	656,597	328,299	(328,299)	-	3,797,527	1,898,764	(1,898,764)	
Total Revenues	32,697,688	140%	46,240,839	46,764,152	23,382,080	9,315,608	28,551,662	46,424,380	23,212,193	5,339,469	
Expenditures:											
City Commission	17,839	128%	27,864	27,864	13,932	(3,907)	14,246	26,432	13,216	(1,030)	
Legal Services - City Attorney	105,850	75%	284,000	284,000	142,000	36,150	96,601	301,000	150,500	53,899	
Legal Services - Other	32,570	109%	60,000	60,000	30,000	(2,570)	10,882	60,000	30,000	19,118	
Lobbyists	36,000	61%	118,000	118,000	59,000	23,000	36,000	118,000	59,000	23,000	
City Management	288,119	94%	613,549	613,549	306,775	18,656	267,962	585,051	292,526	24,564	
Budget and Performance Measurement	75,210	0%	160,086	162,806	81,403	6,193	77,002	160,998	80,499	3,497	
City Clerk	77,269	83%	185,984	185,984	92,992	15,723	62,031	182,470	91,235	29,204	
Communications Dept.	259,255	93%	557,097	557,777	278,889	19,634	237,114	558,409	279,205	42,091	
Information Technology Services	885,359	105%	1,551,062	1,688,867	844,434	(40,925)	664,110	1,405,288	702,644	38,534	
Finance	425,609	94%	909,886	909,886	454,943	29,334	415,299	886,496	443,248	27,949	
Human Resources	204,670	118%	348,320	348,320	174,160	(30,510)	167,419	332,059	166,030	(1,389)	
Purchasing	133,388	102%	262,662	262,662	131,331	(2,057)	109,776	279,527	139,764	29,988	
Planning & Community Development	375,905	88%	798,520	856,810	428,405	52,500	402,466	911,522	455,761	53,295	
Building	600,521	96%	1,247,462	1,247,462	623,731	23,210	582,242	1,212,538	606,269	24,027	
Economic Development	10,801	-	-	-	-	(10,801)	-	-	-	-	
Public Works	3,957,263	88%	8,842,427	9,027,721	4,513,861	556,598	3,442,741	7,262,207	3,631,104	188,363	
Police	6,409,207	94%	13,607,783	13,618,064	6,809,032	399,825	6,052,947	13,388,511	6,694,256	641,309	
Fire	6,301,084	99%	12,573,304	12,698,304	6,349,152	48,068	5,902,637	11,828,181	5,914,091	11,454	
Parks & Recreation	3,718,343	99%	7,517,116	7,520,359	3,760,180	41,837	3,203,150	7,315,293	3,657,647	454,497	
Organizational Support	1,101,261	150%	1,465,146	1,465,146	732,573	(368,688)	1,066,854	1,422,472	711,236	(355,618)	
Non-Departmental	-	-	243,476	243,476	121,738	121,738	-	255,000	127,500	127,500	
Total Expenditures	25,015,523	96%	51,373,744	51,897,057	25,948,531	933,008	22,811,479	48,491,454	24,245,731	1,434,252	
Revenues Over/(Under) Expenditures	7,682,165	-299%	(5,132,905)	(5,132,905)	(2,566,451)	10,248,616	5,740,183	(2,067,074)	(1,033,538)	6,773,721	
Operating transfers in	4,343,419	95%	9,178,676	9,178,676	4,589,338	(245,919)	4,314,056	8,871,531	4,435,766	(121,710)	
Operating transfers out	(2,933,762)	145%	(4,045,771)	(4,045,771)	(2,022,885)	(910,877)	(5,092,320)	(6,804,457)	(3,402,229)	(1,690,091)	
Other Financing Sources/(Uses)	1,409,657	55%	5,132,905	5,132,905	2,566,453	(1,156,796)	(778,264)	2,067,074	1,033,537	(1,811,801)	
Total Revenues Over Expenditures	\$ 9,091,822		\$ -	\$ -	\$ 2	\$ 9,091,820	\$ 4,961,919	\$ -	\$ (1)	\$ 4,961,920	

* As adjusted through March 31, 2017

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD March 31, 2017 and 2016
50% of the Fiscal Year Lapsed

	Fiscal YTD March 31, 2017						Fiscal YTD March 31, 2016			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Intergovernmental	\$ 1,961,209	199%	\$ 1,975,328	\$ 1,975,328	\$ 987,664	\$ 973,545	\$ 1,550,967	1,506,764	\$ 753,382	\$ 797,585
Charges for services	158,918	141%	225,000	225,000	112,500	46,418	160,274	225,000	112,500	47,774
Miscellaneous	98,450	281%	70,000	70,000	35,000	63,450	60,493	60,000	30,000	30,493
Fund Balance	-	0%		1,756,685	878,343	(878,343)	-	1,956,568	978,284	(978,284)
Total Revenues	2,218,577	110%	2,270,328	4,027,013	2,013,507	205,071	1,771,734	3,748,332	1,874,166	(102,432)
Expenditures:										
Planning and Development	565,067	89%	1,146,060	1,267,888	633,944	68,877	538,857	794,897	397,449	(141,408)
Capital Projects	41,925	0%	762,183	3,041,784	1,520,892	1,478,967	50,000	1,792,494	896,247	846,247
Debt service	1,315,813	176%	1,493,552	1,493,552	746,776	(569,037)	1,156,789	1,494,053	747,027	(409,762)
Total Expenditures	1,922,805	66%	3,401,795	5,803,224	2,901,612	978,807	1,745,646	4,081,444	2,040,723	295,077
Revenues Over/(Under)										
Expenditures	295,772	-33%	(1,131,467)	(1,776,211)	(888,106)	1,183,878	26,088	(333,112)	(166,557)	192,645
Operating transfers in	1,822,284	200%	1,822,815	1,822,815	911,408	910,877	1,435,305	1,390,428	695,214	740,091
Operating transfers out	(23,302)	100%	(46,604)	(46,604)	(23,302)	-	(1,028,658)	(1,057,316)	(528,658)	(500,000)
Other Financing Sources/(Uses)	1,798,982	0%	1,776,211	1,776,211	888,106	910,877	406,647	333,112	166,556	240,091
Total Revenues Over/(Under)										
Expenditures	\$ 2,094,754		\$ 644,744	\$ -	\$ -	\$ 2,094,754	\$ 432,735	-	\$ (1)	\$ 432,736

* As adjusted through March 31, 2017

WINTER PARK WATER AND WASTEWATER METRICS
March 31, 2017

	FY 2017 YTD				FY 2016	
	FY 2017 YTD	FY 2017 Annualized	FY 2017 Budget	Projected Variance from Budget	FY 2016 YTD	FY 2016 in Total
Operating Performance:						
Water and Irrigation Sales (thousands of gallons)						
Sewer - inside city limits	513,007	1,061,607	1,015,000	46,607	493,766	972,012
Sewer - outside city limits	445,424	911,162	890,000	21,162	426,005	810,658
Water - inside city limits	781,093	1,650,581	1,500,000	150,581	714,352	1,528,589
Irrigation - Inside City	290,075	622,731	585,000	37,731	265,705	571,356
Water - outside city limits	622,243	1,290,387	1,235,000	55,387	579,344	1,192,418
Irrigation - Outside City	55,011	117,297	115,000	2,297	52,851	112,207
Total	2,706,853	5,653,763	5,340,000	313,763	2,532,023	5,187,240
Operating revenues:						
Sewer - inside city limits	\$ 3,249,023	\$ 6,498,046	\$ 6,443,045	\$ 55,001	3,151,218	6,396,742
Sewer - outside city limits	3,461,484	6,922,968	6,825,015	97,953	3,324,368	6,781,958
Water - inside city limits	4,536,189	9,072,378	8,947,315	125,063	4,099,274	8,810,832
Water - outside city limits	2,868,255	5,736,510	5,768,541	(32,031)	2,714,028	5,622,426
Other operating revenues	827,985	1,655,970	1,307,797	348,173	652,776	1,416,341
Total operating revenues	14,942,936	29,885,872	29,291,713	594,159	13,941,664	29,028,299
Operating expenses:						
General and administration	849,416	1,698,832	1,735,419	36,587	803,763	1,757,791
Operations	5,772,181	12,593,849	12,988,573	394,724	5,349,601	11,728,434
Labor costs capitalized	92,166	184,332	184,332	-	187,065	598,154
Wastewater treatment by other agencies	2,082,464	4,164,928	4,610,153	445,225	2,055,651	4,115,075
Total operating expenses	8,796,227	18,641,941	19,518,477	876,536	8,396,080	18,199,454
Net Operating income	6,146,709	11,243,931	9,773,236	1,470,695	5,545,584	10,828,845

WINTER PARK WATER AND WASTEWATER METRICS
March 31, 2017

	FY 2017 YTD				FY 2016	
	FY 2017 YTD	FY 2017 Annualized	FY 2017 Budget	Projected Variance from Budget	FY 2016 YTD	FY 2016 in Total
Other sources (uses):						
Investment earnings	(46,847)	(93,694)	288,016	(381,710)	36,778	186,106
Miscellaneous revenue	6,639	6,639	26,000	(19,361)	7,460	8,440
Transfer to Renewal and Replacement Fund	(826,313)	(1,652,626)	(1,652,626)	-	(836,351)	(1,672,701)
Transfer to General Fund	(1,149,962)	(2,299,924)	(2,299,924)	-	(1,096,519)	(2,193,038)
Transfer for Organizational Support	(34,941)	(69,882)	(69,883)	1	(33,453)	(66,905)
Transfer to Capital Projects Fund	(69,792)	(139,584)	(139,583)	(1)	(47,500)	(95,000)
Debt service sinking fund deposits	(2,962,698)	(5,925,330)	(5,928,330)	3,000	(2,962,098)	(5,924,930)
Total other sources (uses)	(5,083,914)	(10,174,400)	(9,776,330)	(398,070)	(4,931,683)	(9,758,028)
Net increase (decrease) in funds	\$ 1,062,795	\$ 1,069,530	\$ (3,094)	\$ 1,072,624	613,901	1,070,817
Debt service coverage		1.91				1.96

WINTER PARK ELECTRIC UTILITY METRICS
March 31, 2017

	<u>FY'17</u> <u>YTD</u>	<u>FY'17</u> <u>Annualized</u>	<u>FY'17</u> <u>Budget</u>	Variance from <u>Budget</u>	<u>FY'16</u>
<u>Technical Performance</u>					
Net Sales (kWh)	193,370,349	420,553,174	434,504,964	(13,951,790)	437,486,122
Average Revenue/kWh	0.1031	0.1042			0.1064
Wholesale Power Purchased (kWh)	186,998,529	422,977,899	457,373,646	(34,395,748)	450,549,953
Wholesale Power Cost/kWh	(0.0539)	(0.0539)			(0.0506)
Gross margin	0.1571	0.1581			0.1569
Sold vs. Purchased kWh Ratio	103.41%	99.43%	95.00%		97.10%
 <u>Revenues and Expenses Directly Related to Sales of Electricity:</u>					
Electric Sales:					
Fuel	5,916,362	13,312,348	15,345,946	(2,033,598)	14,645,490
Non-Fuel	14,029,132	30,509,087	31,551,008	(1,041,921)	31,883,159
Purchased Power :					
Fuel	(6,106,337)	(13,812,348)	(15,345,946)	1,533,598	(14,083,240)
Non-Fuel	(3,981,522)	(9,006,082)	(9,467,708)	461,626	(8,696,038)
Transmission Power Cost	(1,513,008)	(3,026,016)	(3,105,267)	79,251	(3,261,373)
Net Revenue from Sales of Electricity	8,344,627	17,976,989	18,978,033	(1,001,044)	20,487,998
 <u>Other Operating Income (Expenses):</u>					
Other Operating Revenues	215,448	430,896	428,100	2,796	283,147
General and Administrative Expenses	(759,954)	(1,519,908)	(1,480,605)	(39,303)	(1,577,778)
Operating Expenses	(3,332,027)	(6,664,054)	(6,239,392)	(424,662)	(7,737,057)
Total Other Operating Income (Expenses)	(3,876,533)	(7,753,066)	(7,291,897)	(461,169)	(9,031,688)
Net Operating Income	4,468,094	10,223,923	11,686,136	(1,462,213)	11,456,310

WINTER PARK ELECTRIC UTILITY METRICS
March 31, 2017

	<u>FY'17</u> <u>YTD</u>	<u>FY'17</u> <u>Annualized</u>	<u>FY'17</u> <u>Budget</u>	Variance from <u>Budget</u>	<u>FY'16</u>
Nonoperating Revenues (Expenses):					
State Funding for Fairbanks Distribution Lines	-	-	-	-	-
Undergrounding Fairbanks Distribution Lines	-	-	-	-	(4,050)
Investment Earnings	9,021	18,042	6,293	11,749	19,493
Principal on Debt	(1,225,000)	(2,450,000)	(2,450,000)	-	(2,070,000)
Interest on Debt	(1,290,139)	(2,580,278)	(2,589,780)	9,502	(2,710,747)
Miscellaneous Revenue	23,211	46,422	-	46,422	28,341
Proceeds from Sale of Assets	16,168	32,336	-	32,336	31,455
Contributions in Aid of Construction (CIAC)	315,986	631,972	500,000	131,972	996,514
Residential Underground Conversions	56,333	112,666	16,000	96,666	101,447
Capital (including the costs of improvements paid for by CIAC revenues)	(608,331)	(1,216,662)	(1,300,000)	83,338	(1,569,013)
Undergrounding of Power Lines	(1,455,999)	(3,435,999)	(3,500,000)	64,001	(2,856,303)
Total Nonoperating Revenues (Expenses)	(4,158,750)	(8,841,501)	(9,317,487)	475,986	(8,032,863)
Income Before Operating Transfers	309,344	1,382,422	2,368,649	(986,227)	3,423,447
Operating Transfers In/Out:					
Transfers from Water and Sewer Fund	151,088	151,088	151,088	-	
Transfers to General Fund	(1,099,970)	(2,392,100)	(2,691,780)	299,680	(2,556,617)
Transfers for organizational support	(59,474)	(118,948)	(118,947)	(1)	(116,795)
Transfers to capital projects	(89,886)	(179,772)	(179,771)	(1)	(174,771)
Total Operating Transfers	(1,098,242)	(2,539,732)	(2,839,410)	299,678	(2,848,183)
Net Change in Working Capital	(788,898)	(1,157,309)	(470,761)	(686,548)	575,264
<u>Other Financial Parameters</u>					
Debt Service Coverage		2.04			2.40
Fixed Rate Bonds Outstanding	64,685,000				67,115,000
Auction Rate Bonds Outstanding	1,030,000				1,050,000
Total Bonds Outstanding	65,715,000				68,165,000
Principal Retired	2,450,000				2,120,000
Balance Owed on Advance from General Fund	-				-

WINTER PARK ELECTRIC UTILITY METRICS
March 31, 2017

	FY'17 <u>YTD</u>	FY'17 <u>Annualized</u>	FY'17 <u>Budget</u>	Variance from <u>Budget</u>	<u>FY'16</u>
Cash Balance	(724,652)				862,880
Current year change in cash balance	(1,587,532)				
 <u>Fuel Cost Stabilization Fund Balance:</u>					
Beginning Balance	2,127,701				
Fuel Revenues	5,911,920				
Fuel Expenses	(6,106,337)				
Ending Balance	<u>1,933,284</u>				
Current year change in fuel stabilization fund	(194,417)				

Notes

Fiscal Years run from October to September; FY'17 is 10/1/16 to 9/30/17

Cash and Investment Portfolio (excluding pension funds and bond proceeds)
31-Mar-17

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
Short-term funds:												
Bank of America					0.25%	\$ 3,754,682	\$ 3,754,682					
SeacoastBank					0.25%	\$ 1,162,500	\$ 1,162,500					
FL Safe Money Market Fund					84.00%	\$ 601,687	\$ 601,687					
American Municipal Securities Money Market Fund					0.05%	\$ 259,882	\$ 259,882					
State Board of Administration (SBA)					1.03%	\$ 19,229	\$ 19,229					
FL Safe Term Series					0.75%	\$ 400,000	\$ 400,000	09/29/17				
Certificate of Deposit					0.50%	\$ 100,967	\$ 100,967	12/29/17				
Total short-term funds						\$ 6,298,947	\$ 6,298,947				9.80%	
Long-term investments:												
US Treasury Note Investments (backed by full faith and credit of the United States Government):												
US TREASURY NOTES	912828UA6	02/07/13	\$ 1,000,000	99.766	0.63%	\$ 992,580	\$ 997,660	11/30/17	AAA			
US TREASURY NOTES	912828Q94	06/09/16	\$ 2,000,000	99.617	0.75%	\$ 2,000,000	\$ 1,992,340	04/30/18	AAA			
US TREASURY NOTES	912828P53	06/27/16	\$ 1,000,000	99.094	0.75%	\$ 1,000,000	\$ 990,940	02/15/19	AAA			
US TREASURY NOTES	912828TR1	02/23/16	\$ 1,000,000	99.031	1.00%	\$ 992,500	\$ 990,310	09/30/19	AAA			
US TREASURY NOTES	912828L32	09/09/15	\$ 1,000,000	99.086	1.38%	\$ 992,500	\$ 990,860	08/31/20	AAA			
US TREASURY NOTES	912828S27	07/05/16	\$ 1,000,000	97.094	1.13%	\$ 1,010,156	\$ 970,940	06/30/21	AAA			
US TREASURY NOTES	912828G53	09/09/15	\$ 1,000,000	99.875	1.88%	\$ 1,002,188	\$ 998,750	11/30/21	AAA			
Total US Treasury Note Investments			\$ 8,000,000			\$ 7,989,924	\$ 7,931,800				12.34%	13.68%
Government National Mortgage Investments (backed by full faith and credit of the United States Government):												
GNMA II ARM PASS THRU POOL 8258	36202KE76	05/04/99	\$ 490,000	101.517	1.75%	\$ 1,564	\$ 1,588	08/20/23				
GNMA PASS THRU POOL 372024	36204KG98	05/21/98	\$ 1,730,000	112.635	6.50%	\$ 34,709	\$ 39,094	01/15/24				
GNMA PASS THRU POOL AD1605	36180CYA1	02/01/13	\$ 1,000,000	98.817	2.00%	\$ 629,514	\$ 622,067	01/15/28				
GNMA II PASS THRU POOL 2562	36202CZ30	02/08/01	\$ 2,500,000	113.169	6.00%	\$ 30,423	\$ 34,429	03/20/28				
GNMA PASS THRU POOL 497581	36210NXJ3	02/11/99	\$ 500,000	114.075	6.00%	\$ 13,644	\$ 15,564	01/15/29				
GNMA II PASS THRU POOL 2795	36202DC82	02/08/01	\$ 2,000,000	112.197	6.50%	\$ 16,739	\$ 18,781	08/20/29				
GNMA II PASS THRU POOL 2997	36202DKJ9	01/31/01	\$ 1,717,305	112.961	6.50%	\$ 4,634	\$ 5,235	11/20/30				
GNMA PASS THRU POOL 574674	36200WMX6	03/27/08	\$ 1,700,000	109.801	5.00%	\$ 31,794	\$ 34,911	04/15/34				
GNMA II PASS THRU POOL 3839	36202EHQ5	01/30/08	\$ 1,000,000	106.354	4.50%	\$ 123,425	\$ 131,268	04/20/36				
GNMA II PASS THRU POOL 4071	36202EQY8	01/18/08	\$ 1,000,000	108.051	5.00%	\$ 69,406	\$ 74,993	01/20/38				
GNMA 09-9 TA REMIC MULTICLASS CMO	38374TDH4	03/17/09	\$ 1,000,000	102.607	4.50%	\$ 60,397	\$ 61,971	08/20/38				
GNMA 10-31 AP REMIC MULTICLASS CMO	38376XL50	04/12/10	\$ 1,000,000	102.637	4.00%	\$ 157,182	\$ 161,327	08/20/38				
GNMA PASS THRU POOL 702875	36296VZG2	05/10/10	\$ 1,015,000	105.723	4.00%	\$ 513,226	\$ 542,598	07/15/39				
GNMA 13-28 DE REMIC MULTICLASS CMO	38378FWG1	02/08/13	\$ 1,000,000	96.120	1.75%	\$ 612,332	\$ 588,574	12/20/42				
GNMA 13-42 DE REMIC MULTICLASS CMO	38378JFT4	03/13/13	\$ 1,000,000	98.065	1.75%	\$ 217,728	\$ 213,515	01/20/43				
Total Government National Mortgage Investments			\$ 18,652,305			\$ 2,516,717	\$ 2,545,915				3.96%	4.39%
Agencies which are non-full faith and credit):												
Federal Farm Credit Investments:												
FEDERAL FARM CREDIT	3133ECNY6	05/03/13	\$ 1,000,000	99.720	0.95%	\$ 1,000,000	\$ 997,200	05/08/18	AAA	AA+		
FEDERAL FARM CREDIT	3133EFWX1	01/22/16	\$ 1,000,000	99.710	1.27%	\$ 1,000,000	\$ 997,100	01/28/19	AAA	AA+		
FEDERAL FARM CREDIT	31331KAU4	01/21/11	\$ 1,000,000	103.560	3.33%	\$ 1,000,000	\$ 1,035,600	01/28/19	AAA	AA+		
FEDERAL FARM CREDIT	3133EGF42	11/02/16	\$ 1,000,000	98.090	1.36%	\$ 1,000,000	\$ 980,900	11/09/20	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRN7	08/10/16	\$ 1,000,000	98.000	1.47%	\$ 1,000,000	\$ 980,000	02/17/21	AAA	AA+		

Cash and Investment Portfolio (excluding pension funds and bond proceeds)
31-Mar-17

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
FEDERAL FARM CREDIT	3133EEF28	02/23/16	\$ 1,600,000	98.580	1.65%	\$ 1,600,000	\$ 1,577,280	03/01/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQP3	08/16/16	\$ 1,000,000	97.130	1.44%	\$ 1,000,000	\$ 971,300	08/16/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQM0	08/16/16	\$ 1,500,000	97.190	1.62%	\$ 1,500,000	\$ 1,457,850	02/10/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRK3	08/10/16	\$ 1,000,000	96.290	1.60%	\$ 1,000,000	\$ 962,900	08/17/22	AAA	AA+		
Total Federal Farm Credit Investments			\$ 10,100,000			\$ 10,100,000	\$ 9,960,130				15.49%	17.17%
Federal Home Loan Banks Investments:												
FEDERAL HOME LOAN BANK	3130A92Z3	08/30/16	\$ 1,300,000	98.840	1.07%	\$ 1,300,000	\$ 1,284,920	08/28/19	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A95J6	08/18/16	\$ 3,000,000	98.180	1.00%	\$ 3,000,000	\$ 2,945,400	03/16/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AAET1	12/08/16	\$ 2,500,000	99.470	2.05%	\$ 2,500,000	\$ 2,486,750	12/29/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A6UY1	12/03/15	\$ 2,500,000	100.000	2.00%	\$ 2,500,000	\$ 2,500,000	12/30/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AA5W4	12/16/16	\$ 4,500,000	99.960	1.50%	\$ 4,500,000	\$ 4,498,200	05/23/22	AAA	AA+		
Total Federal Home Loan Banks Investments			\$ 13,800,000			\$ 13,800,000	\$ 13,715,270				21.33%	23.65%
Federal Home Loan Mortgage Investments:												
FEDERAL HOME LN MTG CORP	3134G42X5	04/11/13	\$ 2,000,000	99.740	1.05%	\$ 2,000,000	\$ 1,994,800	10/30/18	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GABK9	08/09/16	\$ 2,000,000	99.060	1.16%	\$ 2,000,000	\$ 1,981,200	08/28/19	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GAM68	01/30/17	\$ 1,500,000	99.990	1.00%	\$ 1,500,000	\$ 1,499,850	01/27/20	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GAH31	01/03/17	\$ 4,000,000	99.980	2.00%	\$ 4,000,000	\$ 3,999,200	01/27/21	AAA	AA+		
FHLMC GOLD PASS THRU POOL J01091	3128PCF80	01/17/06	\$ 1,000,000	104.363	5.00%	\$ 36,418	\$ 38,007	02/01/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GGBBM3	03/02/17	\$ 1,000,000	99.860	2.00%	\$ 1,000,000	\$ 998,600	03/29/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GA5C4	02/16/17	\$ 3,000,000	99.490	2.00%	\$ 3,000,000	\$ 2,984,700	09/16/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GBBL5	03/02/17	\$ 2,000,000	99.940	2.00%	\$ 2,000,000	\$ 1,998,800	03/29/22	AAA	AA+		
FHLMC GOLD PASS THRU POOL C91020	3128P7DZ3	03/21/07	\$ 1,000,000	110.945	5.50%	\$ 40,699	\$ 45,154	03/01/27	AAA	AA+		
Total Federal Home Loan Mortgage Investments			\$ 17,500,000			\$ 15,577,117	\$ 15,540,311				24.17%	26.79%
Federal National Mortgage Association Investments:												
FEDERAL NATL MTG ASSN	3136G16F1	12/11/12	\$ 1,000,000	99.670	1.00%	\$ 1,000,000	\$ 996,700	06/27/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G13U1	11/27/12	\$ 1,000,000	99.700	1.10%	\$ 1,000,000	\$ 997,000	12/18/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G2WX1	01/25/16	\$ 500,000	99.850	1.25%	\$ 500,000	\$ 499,250	02/22/19	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G3L45	07/26/16	\$ 4,800,000	98.170	1.25%	\$ 4,800,000	\$ 4,712,160	07/28/20	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G2CS4	01/12/15	\$ 1,000,000	100.040	2.00%	\$ 1,000,000	\$ 1,000,400	01/27/22	AAA	AA+		
FNMA PASS THRU POOL 255994	31371MKF3	03/12/07	\$ 1,605,000	111.079	5.50%	\$ 91,896	\$ 102,077	11/01/25	AAA	AA+		
Total Federal National Mortgage Association Investments:			\$ 9,905,000			\$ 8,391,896	\$ 8,307,587				12.92%	14.32%
Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):			\$ 51,305,000			\$ 47,869,013	\$ 47,523,298				73.91%	81.94%
Total Long-Term Investments			\$ 77,957,305			\$ 58,375,654	\$ 58,001,013					
Total Short-Term Funds and Long-Term Investments						\$ 64,674,601	\$ 64,299,960					
Blended Portfolio Rate of Return							1.43%					
Average Maturity (in years)							4.26					

REGULAR MEETING OF THE CITY COMMISSION
May 8, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Minister Preston Free, First Christian Church, followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Pete Weldon

Also present:

City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Kurt Ardaman

Approval of the agenda

Motion made by Commissioner Cooper to approve the agenda; seconded by Commissioner Weldon and carried with a 5-0 vote.

Mayor's Report

Mayor Leary announced the inaugural City of Winter Park Amateur Golf Championship this weekend and announced the winners. He received great comments from a gentleman for a job well done by staff.

a. Business Recognition Award Recipient – 1st Quarter 2017 – Frank Pohl, P.A.

Kyle Dudgeon introduced Frank Pohl and summarized their accomplishments. Mayor Leary presented Mr. Pohl with the Business Recognition Award.

b. Board appointments – 2017

Motion made by Mayor Leary to make the following appointments; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. No public comments were made.

Board of Adjustments: Reappointed Patrice Wenz and Cynthia Strollo (2017-2020); moved Lucy Morse from alternate to replace Ann Higbie (2017-2020); Phil Kean replaced John Simpson (2017-2020), and appointed Aimee Hitchner as the alternate.

Code Compliance Board: Reappointed Clay Roesch and Jennifer Frank (2017-2020); Daniel Butts replaced Brian Kracht (2017-2020); and Paul Mandelkern (2016-2019 term) replaced Laura Turner.

CRA Advisory Board: Reappointed Woody Woodall (2017-2020); moved Teri Gagliano from alternate to replace Daniel Butts (2017-2020); Lambrine Macejewski replaced Lance DeCuir (2015-2018).

Construction Board of Adjustment and Appeals Board

Reappointed Eddie Cox and Rodney Kincaid (2017-2020); moved Frank Gay to replace Joe Fisher (2017-2020); moved Joe Fisher as alternate.

Economic Development Advisory Board: Wes Naylor replaced Owen Beitsch (2017-2020); Joel Roberts replaced John Gill (2017-2020); Tara Tedrow replaced Matt Umbers (2016-2019); Peter Muller was appointed as alternate.

Historic Preservation Board: Ed Sabori moved from alternate to replace Genean McKinnon (2017-2020); John Skolfield replaced Phil Kean (2016-2019); Jason Taft was appointed as alternate.

Housing Authority: Mike Hays replaced Shanna Windle (2015-2018).

Keep Winter Park Beautiful & Sustainable Board: Mary Dipboye, Stephen Pategas and Bruce Thomas were reappointed (2017-2020); Natalie Hellmann replaced Bill Heagy (2015-2018); Nora Miller was appointed as alternate.

Lakes and Waterways Board: Jack Goggin replaced James Barnes (2017-2020); Tom Smith replaced Geoff Bedine (2017-2020); Drew Havron replaced Nora Miller (2017-2020).

Parks and Recreation Board: Carl Creasman and Julio DeArcos were reappointed (2017-2020); Brad Doster replaced Janet Atkins (2017-2020); Mike Smalley replaced Marni Spence (2017-2020) (Mr. Smalley declined the appointment after the meeting due to the meeting schedule); Addison Lanpher replaced Gary Diehl (2015-2018); Renee Maloney replaced Jeff Shafer as alternate.

Planning and Zoning Board: Ray Waugh replaced Tom Sacha (2017-2020); Laura Turner replaced Randall Slocum (2017-2020); Laura Walda replaced James Johnston (2017-2020); Owen Beitsch replaced Peter Gottfried (2017-2020); Adam Bert replaced Ray Waugh as alternate.

Public Art Advisory Board: Lauren Branzei moved from alternate to replace Katy Bakker (2015-2018); Catherine Knudsen was appointed as alternate.

Transportation Advisory Board: Jill Hamilton Buss and David Erne were reappointed (2017-2020); Tom McMacken was appointed as alternate.

Utilities Advisory Board: Richard James and Jennifer Lyons were reappointed (2017-2020); Jack Miles replaced Cheryl Forney (2016-2019); Paul Conway replaced Tara Tedrow (2016-2019); Karim Arja replaced David Gevorgyan as alternate.

Fire Pension Board: Trey Merrick (appointed by FD members) and Mike Hlavek were reappointed (2017-2019).

Police Pension Board: Kevin Roesner (WPPD) and Bill Deuchler (Pension Board appointment) were reappointed (2017-2019); James Johnston replaced Wes Naylor (2017-2019).

City Manager's Report

City Manager Knight announced the upcoming Board Appreciation event to be held on June 8 from 5:30-7:30. He addressed the library bond ratings whereby Fitch rated the City AA+ and Moody's rated the City Aa1.

City Attorney's Report

Attorney Ardaman provided an update on the Morgan Bellows lawsuit.

Attorney Ardaman addressed the Villa Tuscany (memory care) matter where they filed a Request for Relief that requires the City's participation. He asked for consideration to get the City in the flow of that process: To appoint the City Manager as the City's representative in the statutory proceeding to give him authority to make recommendations back to the Commission; give him authority to select a Special Magistrate (person who will hear the matter and attempt to resolve the matter between the City and the developer); and to pay for ½ of the Magistrate's expense.

Motion made by Mayor Leary to approve the requests of the City Attorney (as stated above); seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. No public comments were made.

Non-Action Item

No items.

Consent Agenda

- a. Approve the minutes of April 24, 2017.
- b. Approve Contract Amendment No. 2, RFP-7-2013, Tennis Management Services; and approve the revised rate fee schedule.

Motion made by Commissioner Sprinkel to approve the Consent Agenda; seconded by Commissioner Weldon and carried unanimously with a 5-0 vote. No public comments were made.

Action Items Requiring Discussion

- a. Provide direction on the disposal of 301 W. Comstock Avenue

Planning Director Dori Stone addressed the last meeting where staff did not recognize any action that they needed to take. She provided four options available

for consideration. Staff recommended that they cancel the Notice of Disposal (NOD) and move toward using our broker services with CBRE to go after individuals interested in purchasing the property and offering the most money. She commented that the City Attorney determined that the property was purchased before the CRA was established so the NOD process is not necessary.

Commissioners offered their preferences. Commissioner Sprinkel wanted to add that they meet at least the minimum price of the appraisal. Commissioner Cooper stated she agrees and as a condition to either receive appraised value or an offsetting public benefit/amenity. Commissioner Weldon stated he wanted to sell the property today to the highest price offered to date.

Mayor Leary commented that the appraised value is a suggested value from an appraiser not from the free market so he could not support demanding that they meet the appraised offer. He stated he wanted to see the final and best offer and did not want to negotiate from the dais but to have CBRE get the best final offers from whoever wants to propose an offer for the property to bring back to the Commission to select and award.

Commissioner Seidel provided an alternative to hold onto the property for now because of just completing the visioning process and having land to trade that has value could be useful. He stated they need to develop the MLK Park parkland, the corridor plans and then determine if there is leftover property to dispose of.

Motion made by Commissioner Sprinkel to move this forward to turn the property over to CBRE to solicit buyers and to bring back the best financial offer with the offers to equal or exceed the appraised value before coming back to them (only bring back offers meeting the appraised value) and to reject all offers from the NOD process and begin again (for clarity: will also include the ability to market the parking spaces to the neighbor, creating additional greenspace, and all other aspects of the offer, not just the price will be considered); seconded by Commissioner Cooper.

Motion amended made by Commissioner Cooper to maintain the appraised value but was in agreement if part of that value was represented in the way of greenspace or parking spaces; seconded by Commissioner Seidel. After City Attorney comments, motion was withdrawn.

Attorney Ardaman addressed the two offers already presented that can be thrown out because it is not a competitive bid process, is not a CRA NOD process, and the property is available for the Commission's decision as to what is the best in the public interest. He stated what the Commission has expressed is concern over both offers and the process but their objective is to achieve the City's best interest.

Motion amended by Mayor Leary that all offers must come with a solid dollar price with no flexibility, and will be the best and final price as there will be no negotiating from the dais (once selected staff will have the

opportunity to negotiate specifics of the accepted offer with the approved applicant); seconded by Commissioner Weldon.

Bobby Palta, CBRE, real estate broker stated they received about 20-25 inquiries on the property.

Attorney Brad Luczak, representing Winter Park Redevelopment Agency Ltd., spoke in favor that the Commission accepts their offer.

Attorney Rosemary Hayes, representing Rowland and Company, spoke in favor of accepting their offer and against the offer made by Winter Park Redevelopment Agency.

Motion made by Commissioner Seidel to go back to the original bids (same price per square foot of \$425,000) with the contingency that Mr. Bellows come to the closing with a document that says he is either selling or not selling the spaces to the people/board that owns that property; seconded by Mayor Leary for discussion.

After comments, **Motion amended by Mayor Leary to incorporate Commissioner Seidel's single condition (above) but that the asking price is \$456,000 (Winter Park Redevelopment LTD); seconded by Commissioner Weldon.**

Upon questioning, Attorney Ardaman stated the City's best position is to approve Commissioner Sprinkel's motion.

Upon a roll call vote on the amendment by Mayor Leary (that all offers must come with a solid dollar price with no flexibility, and will be the best and final price as there will be no negotiating from the dais (once selected staff will have the opportunity to negotiate specifics of the accepted offer with the approved applicant), Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

It was clarified that if Commissioner Sprinkel's motion passes, that the other motion and amendment are null and void. It was also mentioned that this will open the door to allow people to offer the appraised value or above and anything above and beyond regarding a public benefit will be considered and is opened up to anyone that CBRE speaks with. Planning Director Stone stated that sending this to CBRE will provide a contract for sale with no site plan attached so there is no way to determine what the public purpose of that may be until the site plan works through the process. Mayor Leary clarified that the discussions regarding parking spaces are not public purpose but are private purpose. Attorney Ardaman also clarified that anything else is up to the proposers to bring forward in a contract.

Upon a roll call vote on the main motion (to move this forward to turn the property over to CBRE to solicit buyers and to bring back the best financial offer with the offers to equal or exceed the appraised value before coming back to them (only bring back offers meeting the appraised value) and to reject all offers from the NOD process and begin again (for clarity: will also include the ability to market the parking spaces to the neighbor, creating additional greenspace, and all other aspects of the offer, not just the price will be considered); Mayor Leary and Commissioners Sprinkel, Cooper and Weldon voted yes. Commissioner Seidel voted no. The motion carried with a 4-1 vote.

Public Hearings:

- a. ORDINANCE NO. 3077-17: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING A REVOLVING LINE OF CREDIT IN A PRINCIPAL AMOUNT NOT TO BE OUTSTANDING THEREUNDER AT ANY ONE TIME TO EXCEED \$8,000,000 WITH SUNTRUST BANK OR AN AFFILIATE THEREOF TO FINANCE WORKING CAPITAL NEEDS OF THE CITY'S ELECTRIC UTILITY SYSTEM AND TO PAY THE COSTS OF SUCH LINE OF CREDIT; APPROVING THE FORM OF A COMMERCIAL NOTE AND AGREEMENT TO COMMERCIAL NOTE; DELEGATING TO THE MAYOR OR CITY MANAGER THE AUTHORITY TO EXECUTE AND DELIVER THE COMMERCIAL NOTE, AGREEMENT TO COMMERCIAL NOTE AND ALL OTHER AGREEMENTS RELATED THERETO; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Weldon to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

- b. RESOLUTION NO. 2184-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING THE ISSUANCE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 GENERAL OBLIGATION BONDS, SERIES 2017 FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF THE WINTER PARK LIBRARY AND EVENTS CENTER AND RELATED IMPROVEMENTS IN THE CITY; PROVIDING THAT SUCH BONDS SHALL BE PAYABLE FROM AD VALOREM TAXATION; PROVIDING FOR THE LEVY OF NECESSARY AD VALOREM TAXES; AUTHORIZING THE AWARDED OF SAID BONDS PURSUANT TO A PUBLIC BID; DELEGATING CERTAIN AUTHORITY FOR THE AWARD OF THE BONDS, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; AUTHORIZING THE PUBLICATION OF A NOTICE OF SALE FOR THE BONDS OR A SUMMARY THEREOF; APPOINTING THE PAYING AGENT AND BOND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING

DISCLOSURE CERTIFICATE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

Attorney Ardaman read the resolution by title. City Manager Knight stated this accommodates what the Commission requested at the last meeting which was they would be doing \$27.5 million now but if an additional amount up to \$30 million is decided upon later, this would allow for that to happen.

Motion made by Commissioner Weldon to adopt the resolution and that the Mayor, City Manager and staff legal have the authority to go forward under this up to \$27.5 million; if there are any bonds to be sold beyond that it has to come back to the City Commission (if it is decided to issue another \$2.5 million or any portion thereof that it comes back to the Commission for approval); seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Seidel – Addressed the need to make the process move forward smoothly regarding parking garages in the downtown. Asked if staff is coordinating with the City of Orlando 'Smart City' regarding pedestrian safety and traffic movement and intelligent transportation.

He asked that the Utilities Advisory Board investigate accelerating the current undergrounding program. There was not a consensus to ask the UAB at this time. Mayor Leary commented if staff and UAB want to do this without direction from the Commission they can do so and whenever this is discussed, they say it takes more funds. Commissioner Sprinkel did not support this because of the same outcome every time concerning funding. Mayor Leary suggested that Commissioner Weldon meet with staff who can bring him up to date on timing and investment. Commissioner Seidel commented that he will set up a meeting with Commissioner Weldon to discuss this. Commissioner Sprinkel spoke against two Commissioners having these meetings.

b. Commissioner Sprinkel – Reported she represented the City at the cancer walk at Lake Lily.

c. Commissioner Cooper – No report.

d. Commissioner Weldon – Reported that he was the kickoff speaker at the 91st annual convention of the Florida Federation of Garden Clubs and that the City of Winter Park is very well respected in the world of garden clubs.

e. Mayor Leary – Thanked Vice Mayor Weldon for stepping in for him at the convention. He spoke about issues at the State level that they are not able to stop

but that the City has money for the Howell Branch Preserve project (that will allow them to also rehab the property as well as the acquisition) that he hoped the Governor passes.

Public comments (items not on the agenda)

Donna Colado, 327 Beloit Avenue, spoke in disagreement about the issue of the sale of the bowling alley property being put on the Consent Agenda at the last meeting.

The meeting adjourned at 4:52 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	May 22, 2017
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Wesco Distribution, Inc.	PR162066 – Three-Phase Transformers for City Undergrounding Projects	Total expenditure included in approved FY17 budget. Amount: \$95,819.79	Commission approve PR162066 to Wesco Distribution, Inc. for Three-Phase Transformers for City Undergrounding Projects.

Quotes were obtained via AURSI to procure the material.

Approval of contract shall constitute approval for all subsequent purchase orders made against contract

Piggyback Contracts

	vendor	item background	fiscal impact	motion recommendation
2.	Verizon Wireless	Piggyback Contract for Mobile Communication Services (<i>State of Florida Contract #DMS-10/11-008C</i>)	Total expenditure included in approved FY17 budget.	Commission approve Piggyback Contract with Verizon Wireless for Mobile Communication Services and authorize the Mayor to execute the contract.

A formal solicitation was issued to award the originating contract.

3.	Hubbard Construction Company	Piggyback Orange County Contract Y16-1066 for Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve Piggyback Contract with Hubbard Construction Company and authorize the Mayor to execute the contract.
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A formal solicitation was issued to award this contract.

Approval of contract shall constitute approval for all subsequent purchase orders made against contract



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	May 22, 2017
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/> City Manager
department	City Manager		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.		
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.		
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.		
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.		

subject

Sale of 301 W. Comstock Avenue

motion | recommendation

Award the contract for sale to Winter Park Redevelopment, Ltd., in the amount of \$481,000 as the highest and best offer.

background

At the meeting on May 8, 2017, the City Commission passed the following motion: **Turn the property over to CBRE to solicit buyers and to bring back the best financial offer with the offers to equal or exceed the appraised value before coming back to them (only bring back offers meeting the appraised value) and to reject all offers from the NOD process and begin again (for clarity: will also include the ability to market the parking spaces to the neighbor, creating additional greenspace, and all other aspects of the offer, not just the price will be considered.** The motion included the following amendment that was passed: **that all offers must come with a solid dollar price with no flexibility, and will be the best and final price as there will be no negotiating from the dais (once selected staff will have the opportunity to negotiate specifics of the accepted offer with the approved applicant).**

CBRE marketed the property and individually contacted the two previous bidders to see if they were still interested. The proposers were given until noon, May 16th to respond. CBRE received two proposals as follows:

Winter Park Redevelopment Agency LTD. - \$481,000

Rowland & Company LLC - \$467,500

Additional terms listed in the Winter Park Redevelopment LTD proposal:

- Cash offer
- Close in 30 days
- Agree to save the existing Oak Tree’s on the Western property line
- Did not submit schematics but stated that he understands development plans must go through the traditional city process

Additional terms listed in the Winter Park Redevelopment LTD proposal:

- Cash offer
- Close in 60 days
- Schematics attached showing concept plans

Neither proposer addressed potential parking for the neighboring town homes.

alternatives | other considerations

The Commission can select whichever proposal it feels is in the best interest of the City.

fiscal impact

Unless otherwise directed, the proceeds from the sale of this property will goes back to the city’s General Fund balance.



Vacant Land Contract

RESIDENTIAL REAL ESTATE

1* **1. Sale and Purchase:** City of Winter Park ("Seller")
2* and Rowland & Company LLC ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 301 West Comstock Avenue, Winter Park, FL 32789
6* Legal Description: TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9 BLK 68
7 _____
8 _____
9 _____
10 _____
11* SEC /TWP /RNG of Orange County, Florida. Real Property ID No.: 05-22-30-9400-68-031
12* including all improvements existing on the Property and the following additional property: _____
13 _____

14* **2. Purchase Price:** (U.S. currency).....\$ 467,500.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: TBD
17* Escrow Agent's Contact Person: _____
18* Escrow Agent's Address: _____
19* Escrow Agent's Phone: _____
20* Escrow Agent's Email: _____

21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
22* ☒ accompanies offer
23* ☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date\$ 5,000.00

25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

28* **(c) Total Financing** (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
29* **(d) Other:**\$ _____
30 **(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds\$ 462,500.00

32* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before 05/24/2017, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter offer.**

43* **4. Closing Date:** This transaction will close on 06/23/2017 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

Buyer CRK 05/16/17 and Seller acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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51 **5. Financing: (Check as applicable)**

52 * **(a) ☒ Buyer** will pay cash for the Property with no financing contingency.

53 * **(b) ☐ This contract is contingent on Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54 * specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55 * Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59 returned.

60 * **(1) ☐ New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61 * or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an
62 * adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63 * based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64 * informed of the loan application status and progress and authorizes the lender or mortgage broker to
65 * disclose all such information to **Seller** and Broker.

66 * **(2) ☐ Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67 * **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
68 * follows: _____

69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77 **Seller** will make the loan.

78 * **(3) ☐ Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79 * _____
80 * LN# _____ in the approximate amount of \$ _____ currently payable at
81 * \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
82 * ☐ fixed ☐ other (describe) _____
83 * interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
84 * mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85 * purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86 * the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87 * failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88 * **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 * **6. Assignability: (Check one) Buyer** ☐ may assign and thereby be released from any further liability under this
90 * contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91 * **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
92 * deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,
93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 * other matters to which title will be subject) _____,
96 provided there exists at closing no violation of the foregoing.



97 **(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99 **Seller** will deliver to **Buyer**, at

100 * **(Check one) ☒ Seller's** ☐ **Buyer's** expense and

101 * **(Check one) ☐** within _____ days after Effective Date ☐ at least _____ days before Closing Date,

102 **(Check one)**

103 * **(1) ☐** a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107 **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.



8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____




(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer  and Seller   acknowledge receipt of a copy of this page, which is 4 of 7 pages.

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.




12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.



16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

- (a) CBRE (Seller's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____
- (b) Coldwell Banker (Buyer's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☒ other (specify): 0 (zero) Listing agent CBRE disclosed no fee to buyer's broker

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20. Additional Terms:

1. Contract subject to satisfactory Environmental Report. If buyer is not satisfied with Environmental Report this contract is null and void and entire escrow amount returned to buyer.
2. Contract subject to soils report to be delivered to buyer from seller within 7 days of effective date of this contract. If buyer is not satisfied with soils report this contract is null and void and entire escrow amount returned to buyer. If seller does not have soils report available buyer will perform.
3. All closing costs to be paid by seller.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: C. Beau Rowland dotloop verified
05/16/17 10:56AM EDT
MGRZ-FSUH-16HB-XXXE Date: _____

Print name: C. Beau Rowland

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: beau@rowlandandco.com

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____




Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

Florida Association of REALTORS® and local Board/Association of REALTORS® make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

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THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR CONTRACT FOR SALE AND PURCHASE

PARTIES: City of Winter Park ("Seller") and Winter Park Redevelopment Agency, Ltd ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"): Parcel Id: 05-22-30-9400-68-031

- I. Description:
- (a) Legal description of the Real Property located in Orange County, Florida:
Lot 3 (less N 125 ft) & Lot 9, Blk 68, Town of Winter Park, OR Book A , Page 67 and OR book B, page 86 and Misc book 3, Page 220 as recorded in the public records of Orange County, Florida
- (b) Street address, city, zip, of the property is: 301 W. Comstock ave Winter Park, Fla 32789
- (c) Personal Property includes : None, vacant land.
- Other items includes are:
- Items of Personal Property (and leased items, if any) excluded are:

- II. PURCHASE PRICE (U.S. currency): \$ 481,000.00
- PAYMENT:
- (a) Deposit held in escrow by Liberty Title Company (Escrow Agent) in the amount of \$ 5,000.00
- (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date (see Paragraph III) in the amount of \$
- (c) Assumption of existing mortgage in good standing (see Paragraph IV(c)) having an approximate principal balance of \$
- (d) New mortgage financing with a Lender (see Paragraph IV(b)) in the amount of \$
- (e) Purchase money mortgage and note to Seller (see Paragraph IV(d)) in the amount of \$
- (f) Other: \$
- (g) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations. \$ 476,000.00

- III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
- (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before May 23, 2017, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn.
- UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.
- (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such a date is not otherwise set forth in the Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer, if applicable, the final counteroffer.

- IV. FINANCING:
- X (a) This is a cash transaction with no contingencies for financing;
- (b) This Contract is Contingent on Buyer obtaining approval of a loan ("Loan Approval") within days after Effective Date for (CHECK ONLY ONE):
1 a fixed; 1 an adjustable; or 1 a fixed or adjustable rate loan in the principal amount of \$, at an initial interest rate not to exceed %, discount and origination fees not to exceed % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after Effective Date and use reasonable diligence to obtain Loan Approval and, thereafter, to satisfy terms and conditions of the Loan Approval and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a Loan Approval or fails to waive Buyer's rights under this subparagraph within the time for obtaining Loan Approval or, after diligent, good faith effort, fails to meet the terms and conditions of the Loan Approval by Closing, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s);
- (c) Assumption of existing mortgage (see rider for terms); or
- (d) Seller financing (see Standard B and riders; addenda; or special clauses for terms).
- V. TITLE EVIDENCE: At least Fifteen (15) days (if blank, then 5 days) before Closing:
- X (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms); or 1 (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE): X (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or (2) Buyer at Buyer's expense.

- VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on or before June 23, 2017 Closing, unless modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

- VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restriction, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for R-2 purpose(s).

- VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

- IX. TYPEWRITTEN OR HAND WRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of the Contract in conflict with them.

- X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract;
X may assign but not be released from liability under this Contract, or may not assign this Contract.

- XI. DISCLOSURES:
- (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: 1 Seller 1 Buyer 1 Other (see addendum).
- (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.
- (c) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
- (d) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
- (e) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
- (f) If Buyer will be obligated to be a member of a homeowner's association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

- XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
- (a) \$ 0.00 for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
- (b) \$ 0.00 for repair and replacement under Standard N not caused by Wood destroying Organisms (if blank, then 3% of the Purchase Price).

- XIII. RIDERS: RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to this Contract:
- | | | | |
|--------------------------------------|------------|-------------------|------------------|
| CONDOMINIUM | VA/FHA | HOMEOWNERS' ASSN. | LEAD-BASED PAINT |
| COASTAL CONSTRUCTION CONTROL LINE | INSULATION | "AS IS" | |
| Other Comprehensive Rider Provisions | Addenda | | |
- Special Clause(s):

Buyer agrees to save the existing oak tree's along the Western property line of the subject property.

- XIV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through W on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction.
Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Winter Park Redevelopment Agency, Ltd
Winter Park redevelopment mgt., Corp, its general partner
(Buyer)

(Buyer) Daniel B. Bellows, President

Buyers' address for purpose of notice
P.O. Box 350, Winter Park, FL 32790-0350
407-644-3151 Phone

City of Winter Park, a Florida Municipal Corporation
(Seller)

(Seller) Mayor Steve Leary

Seller's address for purpose of notice
401 Park Ave South Winter Park, Fla 32789
407-599-3235 Phone

Deposit under Paragraph II (a) received (Checks are subject to clearance): (Escrow Agent)

BROKERS: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Daniel B. Bellows of the Sydgan Corporation
Cooperating Brokers, NO COMMISSION PAID

Listing Broker - Bobby Palta of CBRE, commission paid by Seller

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with the law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content requires by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing to determine if there is any visible active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within 5 days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. Seller shall pay costs of treatment and repair of all damage up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph XII(a). "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the title insurance, or, if no title insurance, designated by the Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to buyer. Escrow deposits held by mortgage will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.

M. SPECIAL ASSESSMENT LIENS: Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida contractor make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer of Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips, or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make a timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed of bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.



city commission public hearing

Item type	Public Hearing	meeting date	May 22, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request for to Amend the Office Zoning Districts to Allow Veterinary Clinics, Subject to Certain Restrictions.

Kim and Jim Neitzel, owners of the Garden Veterinary Clinic at 308 E. Par Street desire to move their veterinary clinic to the property at 1479 Gene Street, which is a former medical doctor's office building. As such the building interior is perfect for their medical veterinary clinic needs and the site has plenty of parking. However, that the property is zoned Office which allow medical clinics for people but not for animals. Thus their request asks to change that zoning distinction to allow veterinary clinics in office zoning subject to certain restrictions.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Randall Slocum to approve the Zoning Text Ordinance as presented. Motion carried unanimously with a 7-0 vote

Summary: This agenda item seeks to amend the Office (O-1 and O-2) zoning codes to allow veterinary clinics as a permitted use, subject to limitations, that such veterinary clinics (but not 24 hour veterinary hospitals) must be located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there could be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages." The specific property that is requesting this amendment, 1479 Gene Street, meets these restrictions, but this Ordinance would change the Office zoning regulations city-wide. The City cannot change the zoning permitted uses just for one property.

Planning and Zoning Board Summary: The P&Z Board felt that this amendment will not have a negative impact on the community, and that the proposed limitations will provide a buffer to residences within close proximity and to other tenants by limiting it to single tenant office buildings.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-72 "OFFICE (O-1) DISTRICT" AND SECTION 58-73 "OFFICE (O-2) DISTRICT" SO AS TO ALLOW VETERINARY CLINICS AS A PERMITTED USE SUBJECT TO LIMITATIONS ON A SINGLE TENANT BUILDING AND SEPARATION FROM RESIDENTIAL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its May 9, 2017 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park's Comprehensive Plan; and

WHEREAS, the City Commission hereby find that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding within Section 58-72 "Office (O-1) District", a new Permitted Use for veterinary clinics subject to certain limitations, as subsection 58-72 (b) (9) to read as follows:

Sec. 58-72. Office (O-1) district.

(b) *Permitted uses.*

(9) Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding within Section 58-73 "Office (O-2) District", a new Permitted Use for veterinary clinics subject to certain limitations, as subsection 58-72 (b) (8) to read as follows:

Sec. 58-73. Office (O-2) district.

(b) *Permitted uses.*

(8) Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages.

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

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

SECTION 5. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2017.

Mayor Steve Leary

Attest:

City Clerk

Planning and Zoning Board Minutes - May 9, 2017:

PUBLIC HEARINGS:

REQUEST OF KIM NEITZEL FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" TO REVISE THE PERMITTED USES IN THE OFFICE ZONING DISTRICTS TO PERMIT VETERINARY CLINICS.

Planning Manager Jeff Briggs presented the staff report and explained that the Applicants, Kim and Jim Neitzel, owners of the Garden Veterinary Clinic at 308 E. Par Street would like to move their veterinary clinic to the property at 1479 Gene Street, which is a former medical doctor's office building. The building interior is perfect for their medical veterinary clinic needs and the site has plenty of parking. The only issue is that the property is zoned Office which allow medical clinics for people but not for animals. The Applicant is requesting to change that zoning distinction to include veterinary facilities.

Mr. Briggs went on to explain that the action is a P&Z Board recommendation on an Ordinance to amend the Office (O-1 and O-2) zoning codes to allow veterinary clinics as a permitted use, subject to limitations. The amended O-1/O-2 zoning text under permitted uses would allow "Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages."

The specific property that is requesting this amendment, 1479 Gene Street, meets these restrictions, but this Ordinance would change the Office zoning regulations city-wide. The City cannot change the zoning permitted uses just for one property.

Staff feels that this amendment will not have a negative impact on the community, and the proposed limitations will provide a buffer to residences within close proximity and to other tenants by limiting it to single tenant office buildings. Staff recommendation was for approval.

Chairman Johnston asked the Board if there were any questions for Staff. Board Member, Ross Johnston, asked if there was any recourse for neighbors in instances where animal noise became an issue. Mr. Briggs responded that there is a general recourse in the code about noise generated by any business causing a noise nuisance that is "clearly audible" within another tenant space. Thus, the Code Enforcement Board can enforce in those instances.

Applicant Kim Nietzel addressed the Board and stated that she has been a Veterinarian in Winter Park for 30 years and her business has grown considerably. She asked the Board to consider this building for her purposes as it has minimal renovations needed in order for her to run her business and keeps her prices economical for customers. The building has been vacant for 1½ years and Mrs. Nietzel indicated that she is hoping to purchase the building in the future. She addressed the animal noise concerns and informed the Board that the room where dogs would be kept during the day happens to be the old radiology room on the property which has lead walls and that being the case, animal noise, if any, would be minimal. Ms. Nietzel closed by saying that the property was a good fit for her business and there would be minimal renovations. She would also be doing some landscaping to enhance the property. There was no further public comment. The public hearing was closed.

There was consensus amongst the Board members that the restrictions were sufficient to protect adjacent property owners and a veterinary clinic was comparable to other medical uses already permitted in the office zoning districts.

Motion made by Tom Sacha, seconded by Randall Slocum to Amend the Office (O-1 and O-2) Zoning Code to allow veterinary clinics in the office zoning districts subject to limitations on a single tenant building and separation from residential as follows. Motion carried unanimously with a 7-0 vote.

GARDEN VETERINARY CLINIC

March 28, 2017

To Whom It May Concern:

I would like to lease the building located at 1479 Gene Street, Winter Park, FL, 32789, for use as a veterinary clinic. I understand that the zoning would need to be changed in order to use the building for this purpose. There will be very little change to the building's exterior. The interior will have three sinks installed and the carpeting will be removed and replaced with either tile or laminate flooring to make it easier to clean. I am planning on signing a five year lease with the intent to purchase the building during that time. There will be no overnight boarding or hospitalized animals.

I have been practicing veterinary medicine in Central Florida for the last 30 years. I opened my own practice, Garden Veterinary Clinic, in 2013. It has been very successful, and we have outgrown our current location at 308 East Par Street in Orlando, Florida. I would like to stay in the area to make it convenient for my clients. The building located at 1479 Gene Street seems perfect as it is less than one mile away, and has double the square footage of my current location. The interior will need very little work to convert it from the previous use as an orthopedic clinic to a veterinary clinic. I hope that you will allow this zoning change.

Sincerely,



Kim Neitzel, DVM



Kim Neitzel, DVM

308 East Par Street

Orlando, FL. 32804

PHONE 407-250-5000

FAX 407-601-7841

EMAIL gardenvetclinic@outlook.com



city commission public hearing

item type	Public Hearing	meeting date	May 22, 2017
prepared by	Troy Attaway	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety		
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

subject

Resolution to Extend Certain Deadlines in Ordinance No. 2965-14 regarding Loren Avenue

motion | recommendation

The Public Works Department recommends adoption of this Resolution.

background

In June of 2014, the city commission passed Ordinance No. 2965-14 vacating a portion of Loren Avenue between Lee Road and Kindle Avenue to facilitate development within the Ravaudage development area. Contained within the original ordinance was a reverter clause that stipulated certain dates by when permits were to be pulled and construction was to be completed.

For various reasons not related to the City, the dates of permits or construction were not met. In May of 2015, the developer requested an extension of the dates originally stipulated in the aforementioned ordinance and the City adopted Resolution 2153-15 which extended the permitting and construction dates to June 1, 2017 and June 1, 2019, respectively. The developer is asking for further extension of these dates as the "Bainbridge" project is in development and has been approved by the DRC at their April 19, 2017 meeting.

Given this approval date, there is no way the project could be permitted by June 1, 2017. The developer is asking that these dates be extended again to June 1, 2019 for permitting and June 1, 2021 for completion of construction. A copy of the ordinance is attached along with the resolution extending the dates from the ordinance and the associated meeting minutes related to the resolution. All other requirements contained in Ordinance 2965-14 have been satisfied.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING CERTAIN DEADLINES IN ORDINANCE NO. 2965-14; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, on June 23, 2014, the City Commission adopted Ordinance No. 2965-14 which required the developer to obtain permits on certain development on or before June 1, 2015, and thereafter to complete construction on the projects thus permitted on or before June 1, 2017;

WHEREAS, Section 3 of Ordinance No. 2965-14 allows for the City Commission to extend these deadlines by action of the City Commission;

WHEREAS, Ordinance No. 2965-14 vacated a certain portion of Loren Avenue as more particularly described in the Ordinance and its exhibits, but provided for an automatic reversion of the vacated right-of-way and property back to the City of Winter Park if the developer failed to obtain permits and to complete construction by the deadlines provided in the Ordinance; and

WHEREAS, the City Commission has determined that is reasonable, appropriate and in the interest of economic development and in the public interest to extend these deadlines.

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

SECTION 1. Extension of Deadlines. The developer shall have until June 1, 2019, to obtain permits. Additionally, the deadline for completion of construction of is extended until June 1, 2021

SECTION 2. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 22nd day of May, 2017.

Steve Leary, Mayor

Attest:

Cynthia S. Bonham, City Clerk

ORDINANCE NO. 2965-14



AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREIN, AND PROVIDING FOR REVERSION IF DEVELOPMENT OF THE VACATED ROAD IS NOT TIMELY PERMITTED AND CONSTRUCTED.

WHEREAS, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

WHEREAS, the city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book "M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an easement to be recorded in the Public Records of Orange County for a private street to run from the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as to eliminate the creation of a dead-end road.

Section 3. This Ordinance and all agreements and procedures relating to the vacation of a portion of Loren Avenue within the Ravaudage PD area are subject to the reversionary interest stated herein. Notwithstanding the vacation and abandonment of municipal right-of-way as provided in Sections 1 and 2 hereof, the subject right-of-way of Loren Avenue as set out in Sections 1 and 2 shall be null and void, and the City shall by reversion take title to the public right-of-way otherwise vacated and abandoned if development requiring the vacated roadway is not fully entitled and building permits issued on or before June 1, 2015. And, if permits for construction are timely issued on or before June 1, 2015, then the development requiring the

vacated roadway shall be fully constructed and a certificate of occupancy issued on or before June 1, 2017. Unless these deadlines are extended by action of the City Commission, the municipal right-of-way described in Sections 1 and 2 hereof shall by reversion, revert back into the ownership of the City of Winter Park to be used for any lawful purpose consistent with public right-of-way, including but not limited to usage as public roads.

Section 4. Assurance That Lots Currently Owned Or Controlled By The Developer Will Have Access Across The Existing Pavement On Loren Avenue, Even Following Vacation. Notwithstanding anything in this Ordinance to the contrary, all lots adjacent to or abutting the vacated portion of Loren Avenue, including but not limited to those lots currently owned or controlled by the Developer, Bubbalo's, Inc. or any affiliate thereof, or any successor of any of them in title, shall irrevocably grant to the public, an easement over the existing roadway of Loren Avenue so that all of said lots are accessible. This easement shall terminate only at such time that the owner of any such lot shall enter an agreement with another or develops the land for a purpose that will render access by the public to such lot unnecessary as determined in the sole and absolute discretion of the owner of such lot. In such event, the agreement showing that it is no longer necessary for the public to have access to such lot shall be recorded in the Public Records of Orange County.

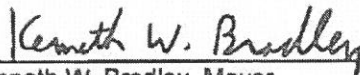
Section 5. Public Dedication. The Developer shall dedicate to the City of Winter Park the ownership of the land subject to the easement created in Section 2 hereof, as public right-of-way. Such dedication shall occur at the same time all other Developer/CDD constructed roads are dedicated in accordance with City standards, and acceptance by the City. Until such time the easement granted in Section 2 hereof shall remain in full force and effect.

Section 6. Incorporation of Easement Agreement. The Ordinance is subject to the Developer's compliance with each provision in the Public Access Easement and Maintenance Agreement, attached hereto and incorporated herein by reference as Exhibit "A" to this Ordinance, and made fully a part hereof.

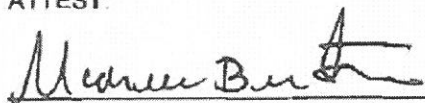
Section 7. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, on the 23rd day of June, 2014.


Kenneth W. Bradley, Mayor

ATTEST:


FOR Cynthia S. Bonham, MMC, City Clerk

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)
A PORTION OF LOREN AVENUE

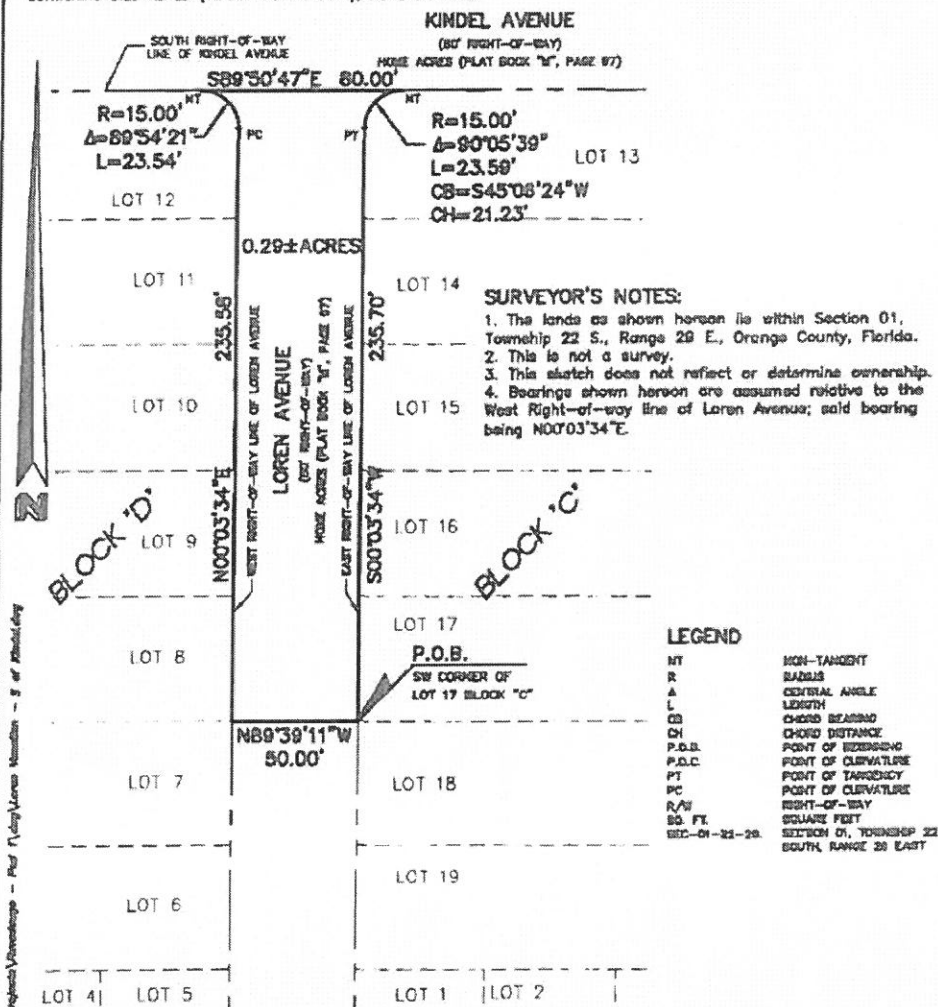
EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF LORAIN AVENUE, A 50 FOOT RIGHT-OF-WAY, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 17, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAN THEREOF, AS RECORDED IN PLAT BOOK "N", PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N88°39'11"W, FOR A DISTANCE 80.80 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LORLEN AVENUE; THENCE S00°03'34"E ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 235.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 88°54'21" AND AN ARC DISTANCE OF 23.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF KINDEL AVENUE, A 60 FOOT RIGHT-OF-WAY, PER SAID HOME ACRES, SAID POINT ALSO BEING A POINT ON A NON-TANGENT LINE; THENCE S89°08'47"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE AFORESAID LORLEN AVENUE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF 54°08'24"W AND A CHORD LENGTH OF 21.23; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 60°05'39" AND AN ARC DISTANCE OF 23.58 FEET TO A POINT OF TANGENCY; THENCE S00°03'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 235.70 FEET TO THE POINT OF BEGINNING

CONTAINING 0.29 ACRES (12,829 SQUARE FEET), MORE OR LESS.



SHEET 1 OF 1

HLSM LLC
Henrich-Luke-Sedgworthy-Morand
Professional Surveyors & Mappers
188 Middle Street, Suite 110
Lake Mary, Florida 32748
P. (407) 847-7346
F. (407) 847-8087
WWW.FloridaLandSurveyor.com
Licensed Business No. 7275

Job No: E-9553
Date: 12/20/13
Drawn By: AMJ
Scale: 1"=50'

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

street.

Commissioner Cooper commented she believed there is a public benefit to the City because she believes in alleys and cross connections of any type of commercial or retail property that keeps people from having to move into the Aloma traffic by turning right from Lakemont. She spoke about being uncomfortable with being put in the position of trying to play traffic engineers.

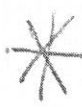

Motion made by Commissioner Cooper to table this application until our traffic expert and our attorney bring us back language that would be appropriate to do what is in the best interest of traffic on Aloma and a public purpose here. Motion failed for lack of a second.

Attorney Baker concluded by saying he has had extensive discussions with the broker for the Helsby's property and they are more than willing to continue this conversation. Mrs. Helsby commented about the lack of time they had to address this with the applicant.

Upon a roll call vote on the conditional use motion above, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper, McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the comprehensive plan ordinance, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the zoning ordinance, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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- b. RESOLUTION NO. 2153-15: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING CERTAIN DEADLINES IN ORDINANCE NO. 2965-14; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE
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Attorney Brown read the resolution by title. Public Works Director Troy Attaway explained that a request was received to extend the reversionary deadline for the Loren Avenue right-of-way vacation (originally adopted June 23, 2014) due to extenuating circumstances related to private legal actions between the adjoining properties. The development has been on hold while waiting for a resolution of the legal matters. As originally adopted, the Loren Avenue right-of-way would revert back to the City of as of June 1, 2015 with the necessary permits and approvals being submitted and granted. The developer Mr. Bellows cannot move forward until these legal matters are resolved.

Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner McMacken. Dan Bellows, W. New England Avenue and

representing Benjamin Partners, explained what has been already completed and the legal issues he is having with the 50' x 73' piece of property. He stated this project has been approved by the City and cannot move forward because of this. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- c. RESOLUTION NO. 2154-15: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING THE TERM OF EXISTENCE FOR THE GOLF COURSE STRATEGIC PLAN TASK FORCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Motion made by Mayor Leary to adopt the resolution; seconded by Commissioner McMacken. No public comments were made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Seidel

Commissioner Seidel reported that he attended the emergency training with the Fire Department; and provided an update on the America In Bloom judging dinner he attended.

b. Commissioner Sprinkel

Commissioner Sprinkel reminded the Commission about the City hosting the next Tri-County luncheon; she reported about individuals who are over 100 years old in our community; reported that Sir Paul McCartney was in town; and that Ann Saurman's house has been placed on the National Historic Registry which is next door to her.

c. Commissioner Cooper

Commissioner Cooper announced the good discussions they have had on historic preservation and that both forums were well attended; announced that on May 13 at 9:00 all the comments will be provided to the Historic Preservation Board; the Casa Feliz colloquium is May 16; Dr. Leslie Poole is talking about women in the environment on May 20 as part of the historic museum speaker series; requested that she be provided an update regarding West Fairbanks as to what has been recommended as far as design standards, etc. and which items are useful; and that Representative Mike Miller provide an update when he returns.

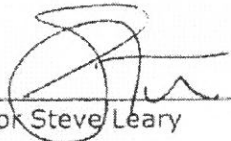
d. Commissioner McMacken

Commissioner McMacken attended the honor that the Library bestows upon the valedictorians from Winter Park High School that are an incredible group of kids; attended Library Task Force and Historic Preservation meetings which were great opportunities for community input. He commented that he was very impressed and gave him great encouragement for the visioning process because it was demonstrated that we can have a diverse group of individuals in the community to get together in a public forum and talk about issues in a reasonable manner.

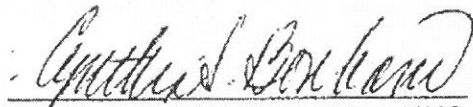
e. Mayor Leary

Mayor Leary reported that he attended the MetroPlan Municipal Advisory Committee meeting and the Orange County Fallen Officer's Memorial service.

The meeting adjourned at 7:35 p.m.


Mayor Steve Leary

ATTEST:


City Clerk Cynthia S. Bonham, MMC

RESOLUTION NO. 2153-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING CERTAIN DEADLINES IN ORDINANCE NO. 2965-14; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, on June 23, 2014, the City Commission adopted Ordinance No. 2965-14 which required the developer to obtain permits on certain development on or before June 1, 2015, and thereafter to complete construction on the projects thus permitted on or before June 1, 2017;

WHEREAS, Section 3 of Ordinance No. 2965-14 allows for the City Commission to extend these deadlines by action of the City Commission;

WHEREAS, Ordinance No. 2965-14 vacated a certain portion of Loren Avenue as more particularly described in the Ordinance and its exhibits, but provided for an automatic reversion of the vacated right-of-way and property back to the City of Winter Park if the developer failed to obtain permits and to complete construction by the deadlines provided in the Ordinance; and

WHEREAS, the City Commission has determined that is reasonable, appropriate and in the interest of economic development and in the public interest to extend these deadlines.

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

SECTION 1. Extension of Deadlines. The developer shall have until June 1, 2017, to obtain permits. Additionally, the deadline for completion of construction of is extended until June 1, 2019.

SECTION 2. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

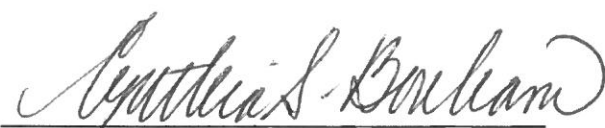
SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of May, 2015.



Steve Leary, Mayor

Attest:



Cynthia S. Bonham, City Clerk

**A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA
ASKING GOVERNOR RICK SCOTT TO VETO CS/CS/HB 687 AND
SUPPORT THE HOME RULE AUTHORITY GRANTED AND
GUARANTEED LOCAL MUNICIPALITIES BY THE FLORIDA
CONSTITUTION;**

WHEREAS, CS/CS/HB 687 is a lobbyist and wireless industry led initiative intentionally crafted to circumvent the authority of municipalities to set rules, regulations and rates that are in their constituents best interests; and

WHEREAS, CS/CS/HB 687 preempts municipalities from determining what is best for their constituents, for a non-essential, private-industry subsidy; and

WHEREAS, Cities, Towns and Villages are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, it is widely accepted that government closest to the people, is most representative and effective; and

WHEREAS, In 1968, Florida voters amended the state constitution to confer broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, The Florida Legislature adopted the Home Rule Powers Act in 1973, which ended challenges related to city and county powers; and

WHEREAS, to date eighty cities in Ohio have banded together to file suit against the state of Ohio for a similar lobbyist/wireless industry led initiative; and

WHEREAS, without CS/CS/HB 687 the wireless industry is in no way denied the ability to implement a wireless network within city boundaries; and

WHEREAS, municipalities embrace technology advancement however not at the expense of local community priorities such as aesthetics; and

WHEREAS, exemptions granted to specific municipalities in the bill reveal representative/senator acquiescence that this is non-essential technology; and

WHEREAS, the maximum rates set forth in CS/CS/HB 687 are between 7.5% and 12.5% of recent negotiated market rates, further negatively impacting municipalities while profiting special interest groups; and

WHEREAS, the Florida Department of Transportation (FDOT) is exempt from CS/CS/HB 687 allowing for rate negotiation but denying municipalities similarly; and

WHEREAS, CS/CS/HB 687 has no requirement for colocation nor does it limit the number of poles in a vicinity, allowing for the proliferation of numerous devices and poles in concentrated area; and

WHEREAS, it is good practice to allow municipalities to determine rules, regulations and rates that meet the demands of their constituents so as to maintain the uniqueness of their own community; and

WHEREAS, CS/CS/HB 687 contradicts the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, the City Commission believes the Florida State Legislature must adhere to the letter and importantly the intent of the Florida Constitution and allow municipalities to act in the manner approved by the voters, by rescinding proposed bills, and objecting to future bills, that detract from Home Rule Authority which is in the best interests of the residents and businesses of the City of Winter Park and the State of Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Winter Park urges Governor Rick Scott to Veto CS/CS/HB 687.

Section 3 The City Commission further directs City Administration to transmit a certified copy of this Resolution to the Governor's Office, the Tri-County League of Cities, the Florida League of Cities, the Orange County Legislative Delegation, and any other interested parties.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY OF WINTER PARK, FLORIDA, THIS 22nd DAY OF MAY, 2017.

By: _____

ATTEST: _____