



# city commission agenda

## Regular Meeting

August 14, 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](http://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

**Invocation** Father James Profirio-Bond, FJC, St. Dorothy Catholic Community

### 2 Pledge of Allegiance

### 3 Approval of Agenda

### 4 Mayor's Report

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

- Presentation – Best of Show – 2017 Sidewalk Art Festival
- Board appointments – Board of Adjustments – Tom Sacha and Zach Seybold as full members and Michael Clary as alternate

10 minutes

<b>5</b>	<b>City Manager's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b> 5 minutes
<b>6</b>	<b>City Attorney's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>7</b>	<b>Non-Action Items</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Review of parking strategies meetings	20 minutes
	b. Financial Report – June 2017	15 minutes
	c. Review of proposed changes to City sign code	30 minutes
<b>8</b>	<b>Citizen Comments and budget comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Approve the minutes of July 24, 2017.	5 minutes
	b. Approve the following purchase, contracts and formal solicitations:	
	1. PR162358 to Layne Inliner, LLC and authorize the Mayor to execute piggyback of Town of Longboat Key contract #RFP12-011; \$119,750.	
	2. Increase of BPO158835 to South Seminole and North Orange County Wastewater Transmission Authority to Change Order – Interlocal Agreement for Operational Maintenance; \$79,114.08.	
	3. Contract with Dix.Hite + Partners, Inc., RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services and authorize the Mayor to execute contract.	
	4. Contract with S&ME, Inc., RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services and authorize the Mayor to execute contract.	
	5. Contract with Kimley-Horn & Associates, Inc., RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services and authorize the Mayor to execute contract.	
	6. Amendment No. 1 with CBRE, Inc., RFP-10-2016 – Commercial Broker Service and authorize the Mayor to execute contract.	
	7. Piggyback Contract with FieldTurf USA, Inc., R162203 – Sports Surfaces, Installation & Related Materials and authorize the Mayor to execute contract.	
	8. Piggyback Contract with Hubbard Construction Co., Y16-1066 – Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials, Amendment No. 1 and authorize the Mayor to execute contract.	
	9. Formal solicitation - Contract with Abbott Communications Group, RFP-24-2017 – Printing and Mailing Services and authorize the Mayor to execute contract.	



10. Formal solicitation - Contract with MLI Marketing Services, RFP-24-2017 – Printing and Mailing Services and authorize the Mayor to execute contract.
11. Formal solicitation - Contract with Scarborough Contracting Company, IFB-18-2017 – Lake Sylvan Stormwater Outfall Water Quality Structure and authorize the Mayor to execute contract.
12. Formal solicitation - Contract with Scarborough Contracting Company, IFB-19-2017 – Lee Road Stormwater Outfall Water Quality Structure and authorize the Mayor to execute contract.

10 Action Items Requiring Discussion	<b>*Projected Time</b> <b>*Subject to change</b>
<ol style="list-style-type: none"> <li>a. Acquisition of park land along the Howell Creek Basin</li> <li>b. Review of offers for the purchase of 1111 W. Fairbanks Avenue</li> <li>c. Ravaudage Road Reimbursement Strategy</li> <li>d. Establishment of a non-profit foundation to facilitate donations for improvements to the Winter Park community</li> </ol>	<p>20 minutes</p> <p>20 minutes</p> <p>30 minutes</p> <p>15 minutes</p>
11 Public Hearings	<b>*Projected Time</b> <b>*Subject to change</b>
<ol style="list-style-type: none"> <li>a. Ordinance – Vacating and abandoning a portion of Benjamin Avenue right-of-way between Glendon Parkway and Morgan Lane within the Ravaudage development (2)</li> <li>b. Resolution - Authorizing the required assurances included within this resolution in accordance with the requisite library construction grant requirements established by the Florida Department of State, Division of Library and Information Services, for the purpose of securing a public library construction grant</li> </ol> <p><b>NOTE: THIS HEARING MUST BE HELD AFTER 5:00 P.M.</b></p> <ol style="list-style-type: none"> <li>c. Ordinance – Repealing and replacing Ordinance No. 2981-14 and the code provisions adopted therein with a new section 58-96 of Article III of Chapter 58 of the Land Development Code to prohibit medical marijuana treatment center dispensing facilities within the boundaries of the City (2)</li> <li>d. Ordinance – Amending Chapter 40, Article IV of the City Code regarding communications facilities in the public rights-of-way (1)</li> </ol>	<p>10 minutes</p> <p>5 minutes</p> <p>5 minutes</p> <p>10 minutes</p>
12 Commission budget discussion	<b>*Projected Time</b> <b>*Subject to change</b>

13 City Commission Reports	<b>*Projected Time</b> <b>*Subject to change</b>
a. Commissioner Seidel b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner Weldon e. Mayor Leary	10 minutes total

## appeals & assistance

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"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."



# city commission city manager's report

item type

City Manager's Report

meeting date

August 14, 2017

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update
Quiet zones	(FDOT update July 2017) - Agreements with FDOT have been executed for the SunRail Grade Crossing Quiet Zone and Safety and Security Enhancements Projects. The expected duration to complete construction for the two projects is approximately 2.5 years (expected completion December 2019). The current activities include completing design plans, procurement of materials supply and delivery and wiring of Central Florida Rail Corridor (CFRC) signal houses.
Seminole Stormwater Study	The City of Winter Park is currently requesting bids to contract services for dredging the drainage ditch behind the homes along the east side of Arbor Park Drive. Seminole County is developing a schedule to dredge the Tanglewood Canal adjacent to the Interlachen Golf Course. The City is engaging design services for the installation of an additional outfall pipe to the drainage ditch.
Electric undergrounding	<p><u>Miles of Undergrounding performed</u>      <u>NO CHANGES</u></p> <p>Project E: 3.92 miles (complete)  Project F: 1.54 miles (50% complete)  Azalea Lane: 0.25 miles (Complete)  915 N Pennsylvania: 0.2 miles (Complete)  1666 Summer Way: 0.06 miles (Complete)  <b>To Date: 4.75 miles</b>  Quarter Point F (when done): 1.54 miles  <b>TOTAL expected by Fiscal year end: 5.97 miles</b></p>
Fairbanks transmission	All information required by Duke has been provided for contractors to begin the Fairbanks conversion. Expected start date of 1/1/18.
Downtown parking strategies	<p>2nd set of stakeholder meetings scheduled for August 8-9 with community meeting scheduled for August 10th at 6 pm.</p> <p>Consultant will review findings at Commission meeting in August 14th.</p>

Orange Avenue corridor study	Stakeholder meetings finished. Staff will present findings at October 9th Commission meeting.
Denning Drive	Currently the engineering team is designing the grading and stormwater components of the construction drawings which are expected to be complete mid-August 2017. Phase 1 construction (from Orange Avenue to Fairbanks Avenue) will begin September 2017 and be complete November 2017 before the holidays. Phase 2 (Fairbanks Avenue to Webster Avenue) is expected to begin January 2018 and be complete May 2018 during the dry season. Phase 3 (Webster to Solana) will follow directly behind phase 2 with entire project wrapped in early summer 2018.
Scenic Boat Tour ADA ramp	Design plans are currently in for permitting through the City and preparations for construction have begun including relocation of power transformers and fuel tank. Concrete construction will begin August 2017 and be complete in October 2017 to meet the City's obligation.
Library Design	All team members on the project have been selected and approved. The Design architect team has been meeting with stakeholders and the program with appropriate sizes is currently being developed. The program and related sizes are expected to be defined by end of July with conceptual design expected to be available for internal review in September 2017. It is expected that the construction documents will be completed spring 2018.

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.



# city commission agenda item

Item type	Non-Action Item	meeting date	August 14, 2017	
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager	
department	Planning & Comm. Development		<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

Review Preliminary Parking Strategies

## background

Brett Wood with Kimley Horn will present a brief overview of the two sets of stakeholder and public meetings that have taken place about downtown parking and offer preliminary parking strategies prior to the submittal of the final report.



## City of Winter Park

# Downtown Parking Strategy - DRAFT

### What We Know

The City of Winter Park has been successful in curating a vibrant, attractive downtown that draws local business, regional visitors, and tourism from all over the country. But with success comes new challenges and opportunities, including the city's growing discomfort with congestion and parking challenges.

The issues of parking, mobility and access are directly related to other city priorities, including economic development, housing, and transportation. The city has made an ongoing commitment to promote convenient multi-modal mobility, as demonstrated by its current effort to address perceived downtown access issues, its 2011 Complete Streets policy and 2010 Pedestrian and Bicycle Circulation Plan Update. However, parking and access to downtown businesses remain an ongoing issue within the community, and merit analysis from a variety of angles.

### Increasing Demand

At least two comprehensive parking studies have been completed within the last decade. A 2007 study, led by the community redevelopment agency, recommended improved wayfinding, and realigning supply to meet demand. A 2013 study built on these findings and quantified the increase in parking demand in the intervening six years between the two studies.

- In 2007, the peak occupancy noted on Park Avenue was 86%. Surface lots and structured parking averaged 51% and 55%, respectively, while other streets averaged only 39%.
- In 2013, the peak occupancies in downtown had risen to around 90%, with peak rates closer to 96% near Park Avenue.

These numbers highlight a recurring problem for businesses in the corridor. A 2017 Chamber of Commerce sponsored survey asked downtown merchants and customers about their experiences, and found that parking and accessing their destination was frequently perceived to be difficult.

#### Merchant responses:

- 50% have employees who have issues multiple times per month
- 71% feel that lunch time is the worst time to park
- 50% are not satisfied with parking for customers or employees
- More than 60% require employees to park off-street

#### Customer responses:

- Many are dissatisfied with parking availability and conditions
- 93% park between 1-4 hours
- Primary destination is a restaurant
- Primarily try to park on-street, with City Hall and Lot A as secondary options
- 50% find parking in less than 10 minutes

## What We Saw

In June 2017, a Kimley Horn team spent several days in Winter Park observing downtown mobility conditions, speaking with stakeholders, and working with City staff. These observations helped inform a better understanding of the city's accessibility challenges that have arisen as the Downtown has developed into a regional tourism destination. Below are some key observations.



### Parking permits & passes

There are several options for parking near Park Ave: public surface lots, on-street parking, private valet services, and parking garages. Many of these require special permits and passes, and have their own time limits and regulations, making finding parking confusing for those unfamiliar with Downtown Winter Park.



### SunRail

Winter Park enjoys good connectivity with downtown Orlando via the SunRail system. The Winter Park stop, just half a block from Park Avenue, can serve as a critical asset to bring visitors in and out of downtown without vehicles – and hence, without the need to park – if marketed and utilized to its full extent.



### Full surface parking lot

Public surface parking lots are available within a few blocks' walking distance of Park Avenue. Most of these surface lots are designated for four hour or less parking, unless a valid employee parking permit is displayed. In the 2013 parking study, occupancy rates of these lots were generally very high, with few exceptions. Overall, the study found an effective occupancy rate of approximately 95% in the immediate Park Avenue area.



### Short-term street parking

In the 2013 parking study, 69% of the area's parking supply was identified as short term parking, ranging from 15 minutes to 4 hours. These maximum time limits are enforced within business hours to ensure adequate parking turnover. As Park Avenue changes into a "full day" destinations, these time limits may need to be examined to more closely reflect the needs of customers. The enforcement for on-street parking is focused on Park Avenue and the immediately adjacent side streets.



### Vacant lots for sale

A few vacant lots near Park Ave are currently severely underutilized and could be leveraged to provide additional supply. These present redevelopment possibilities that include parking solutions that benefit the entire corridor, as well as special event parking solutions with minimal investment.



### Free Valet Parking

Complimentary valet parking is currently offered at three separate spots along the Park Avenue corridor. This service allows visitors to exit their vehicles close to their destinations, and avoid causing congestion while searching for parking. However, it is also sometimes perceived as removing potential parking spaces for visitors.



### Merchant Employee Parking Program

Employees of downtown businesses may apply for an employee parking permit that allows them to park in designated lots for up to 8 hours. Parking through this program is free for employees.

Rather than walking a few blocks from their designated spots, many employees instead park in on-street time-limited spots and hope that they won't be ticketed.



### Bike parking

A limited amount of bike parking is available, and appears to be underutilized. Providing additional facilities in convenient locations could encourage more residents to bike to downtown and leave their car at home.

## What We Heard

A critical piece of understanding Winter Park's downtown accessibility challenges is listening to those who understand them best and deal with them on a day-to-day basis. As part of the June 2017 kickoff to this project, the Kimley Horn team met with several stakeholder groups to discuss their experiences and potential solutions that could be folded into the strategy's recommendations.

These stakeholder groups included:

- City of Winter Park Staff
- Members of City of Winter Parks Boards and Commissions
- Park Avenue Merchant's Association
- Downtown Property Owners

These meetings included informal discussion on the topic of downtown accessibility and parking. Throughout the week's meetings and conversations, several recurring themes were identified. These include:

- **Employee parking is problematic.** This can affect employees' ability to make it to work on time, and many take risks and defy the rules in the name of convenience. In fact, between 34-48% of the city's 2016 parking tickets were written to downtown employees.
- **Concern about losing business due to perceived difficulty parking.** While repeat customers often know where to park, it can be difficult to educate first-time customers.
- **Longer-term spaces are needed, because people come to explore the avenue.** While customers may park for 1 hour to visit a single shop, for many Park Avenue itself is the destination. Being able to park for a longer time would allow customers to shop, dine, and explore without fear of a ticket.
- **Whether the city truly has a parking problem or if it is only perceived.** Generally, most people are able to find spaces to park in downtown, they just may not be on Park Avenue. Perhaps this strategy presents an opportunity to improve wayfinding, encourage walking and biking, and educate people on the parking options that are currently underutilized.
- **The corridor's current parking code is very suburban.** Modernizing the city's parking code to allow for more shared parking and reduced parking requirements would allow for denser development. This would help the city to reap the benefits of a more walkable and bikeable mixed-use environment.

One interesting highlight is the difference in perceived support for on-street paid parking. Prior to meeting with them, business owners and residents had been described as being strongly opposed to paid parking; however, in the meeting with the Park Avenue Merchants Association, business owners were generally supportive of paid parking as a last resort, especially if there is some incentive, such as the first hour being free or offering validation. This split clearly indicates a need for additional coordination on this topic within the community, and that a possible turning point has been reached with the levels of frustration in the community – making last resort options palatable.

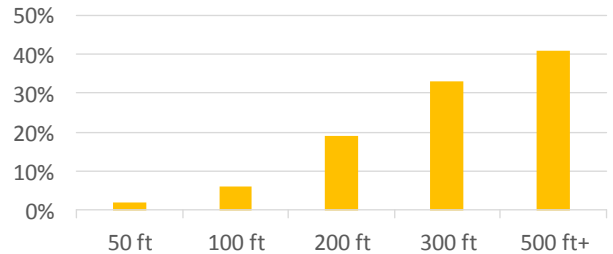
*Additional results from the stakeholder meetings are available on the last page of this memo.*

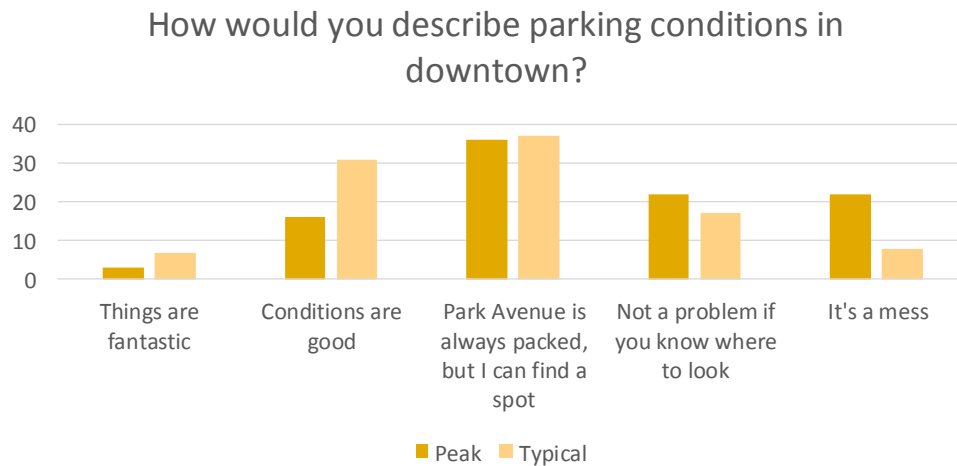




## Keypad Polling Results

During a wrap-up meeting with all stakeholders present, attendees were surveyed using a keypad polling device. This method allows for instant feedback and provides a way to conduct an in-person survey of a large number of people at the same time to better understand a certain groups' feelings and concerns. Of the 57 people who participated in the exercise, 58% identified as resident/customer, 28% as a business owner. No respondents identified as employees, leaving a notable gap in the responses. Some of the most relevant takeaways from the polling results are listed below:

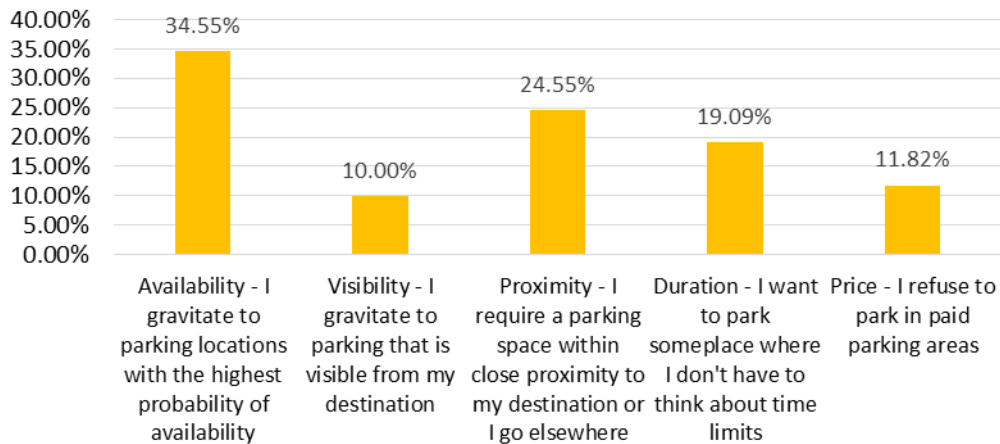
- **Downtown is important to this community, and growing more so.** 86% of respondents said they visit downtown at least a few times a week, with almost half of them visiting nearly every day. Additionally, 47% of people said they visit downtown today more than they did five years ago, and 40% of them are willing to walk one block (500 ft.) or more from their parking space to get there. While this means that downtown has continued to grow and develop into a regional attraction, it also likely means it's time to reevaluate parking and mobility needs in view of that growth.
- How far are you willing to walk from a parking space to Park Avenue?
- 
- | Distance | Percentage |
|----------|------------|
| 50 ft    | 2%         |
| 100 ft   | 6%         |
| 200 ft   | 20%        |
| 300 ft   | 33%        |
| 500 ft+  | 41%        |
- **Parking can be tough, but spots are available.** While most people agreed that parking downtown is a challenge, 36% of people said that they still tend to be able to find a spot off Park Avenue at peak times. 31% of people said, "conditions are good with room for improvement" at off peak times. A minority of people believe parking is a mess at peak times (22% of respondents) and at typical times (8% of respondents) and that something should be done.



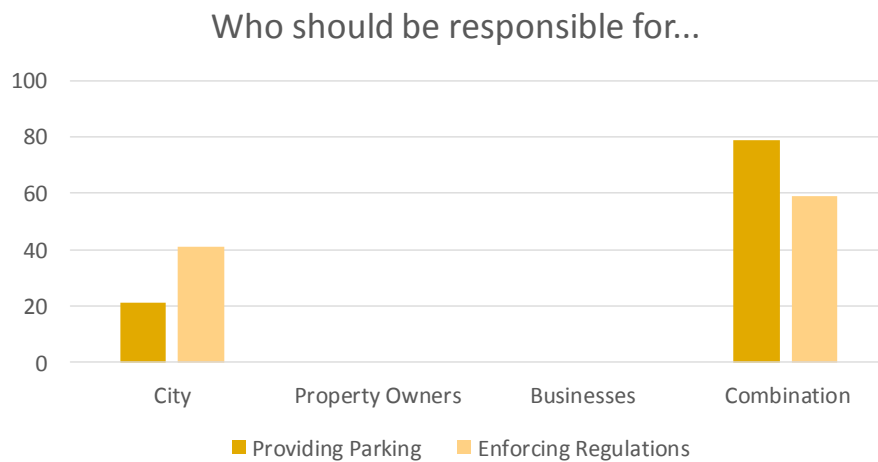
- Driving is the primary mode of transportation to downtown, but many also walk.** While nearly half (47% of respondents) drive, the one quarter (25%) of respondents indicated that they usually walked to downtown. The remainder was split between biking (14%) and rideshare (6%). In addition, about 8% live downtown. Winter Park is a fairly compact and connected community, with a good opportunity to increase the share of walking and biking to downtown through a series of initiatives. Additionally, when asked about the impact ridesharing, such as Uber and Lyft, is likely to have on downtown, 89% believe it will have a modest to significant impact.
- Repeat customers are the lifeblood of Park Avenue.** When considering the overall vibrancy of Park Avenue, repeat customers were ranked as the most important asset, garnering 41% of the overall responses. First-time customers and out-of-town visitors generally require the most education and wayfinding. Repeat customers generally know their way around the area and have a handle on the best places to park, therefore the priorities and targeted strategies that help each group the most are likely to be slightly different.
- On-street parking should be prioritized for customers and visitors.** 46% gave priority to customers for on-street parking, 33% to visitors, 10% to business owners, and 10% to employees. Prioritizing on-street parking for customers is likely to mean increased enforcement of the existing regulations to increase turnover on the Avenue, as well as the cooperation of local businesses to work with their employees.

- **Availability and proximity are most important when selecting parking.** Other top priorities included time limits, and price, with few people indicating that visibility was a priority.

### What most motivates your choice of parking?



- **The group with the greatest number of parking violations is overwhelmingly believed to be employees.** Over 65% identified employees as the primary offenders. Views on the effectiveness of enforcement were mixed with 50% saying that it's hard to tell how well current parking restrictions are working. There was also a mixed response as to whether the current time frame for parking enforcement, which ceases at 6pm, should be evaluated. 43% said evaluation was unnecessary, 34% said it was necessary, and 23% were unsure.
- **It's very important for the city to maximize its existing parking supply before making new investments, but many also want new off-street parking.** 75% of respondents feel it's "very important" or "important" for the city to maximize the use of its existing parking supply. This selection was the top choice when asked what the city should focus on as a downtown parking strategy. The other top selections were to "revise the current time of day and duration of parking" and "focus on enhanced enforcement." At the same time, nearly 75% view the addition of new off-street parking as important for the continued vibrancy of downtown, showing contradictory values.
- **Providing and enforcing parking in downtown should be a cooperative effort.** Nearly 80% of respondents said that providing parking should be a shared responsibility between the City, property owners and businesses. A smaller majority also agreed that enforcing parking regulations should be a cooperative effort.



## Next Steps

The Winter Park Downtown Parking Strategy will continue with a second Parking Summit in the second week of August 2017. At this event, the Kimley Horn team and city staff will present potential future parking strategies to the public for comments and feedback.

The strategies presented will be informed by the stakeholder meetings and keypad polling conducted in June 2017 and reviewed in this memo. The menu of choices may include increased enforcement, modernizing policies, technology, paid parking, supply additions, or taking no action. The strategies proposed at the event will then be refined based on public input, and a final strategy report will be completed in September 2017.

## Stakeholder Meeting Takeaways

Attendees	Takeaways
<b>City Staff</b>	<ul style="list-style-type: none"> <li>• Employees appear to be the biggest violator of parking regulations along Park Avenue</li> <li>• Employees will group text that parking enforcement is coming</li> <li>• 1,400 employee permits are issued to about 200+ businesses (~5.9 permits per business)</li> <li>• Winter Park is the top destination site for SunRail</li> <li>• In peak event, City partnered with business and other communities to purchase weekend SunRail service</li> <li>• Corridor has transitioned from primarily retail to largely restaurants over past 3 decades (over 1,400 new restaurant seats since 2003) <ul style="list-style-type: none"> <li>◦ This has implications for the peak periods and how long customers require parking</li> </ul> </li> <li>• Garages are perceived as being potential unsafe or insecure despite no real issues to date</li> <li>• Current parking code for corridor is very suburban</li> </ul>
<b>Commissions &amp; Board Members</b>	<ul style="list-style-type: none"> <li>• Strategy needs to define best practices and implementation steps</li> <li>• Strategy needs to shift vocabulary from problem to opportunity</li> <li>• Strategy should incorporate mobility suite and transportation options</li> <li>• Determine impacts of parking vehicles vs. storing vehicles</li> <li>• Does current code and policies define how to provide parking for the future of Winter Park?</li> <li>• Policies should be flexible to allow City to tweak them as needed when implemented and for seasonal changes in parking patterns</li> <li>• Interested in exploring best practices from other areas, how to better communicate where parking locations and availability, what drives the decisions/behavior of the Park Avenue parker, and the possibility of an attractive parking lot at Minnesota and connect to Park Ave and other lots using a trolley</li> </ul>
<b>Park Avenue Merchants Association</b>	<ul style="list-style-type: none"> <li>• The employee parking permit program is limited by access to spaces in shared lots</li> <li>• Many businesses oversee employee parking on Park Avenue, but are limited in effectively changing behaviors</li> <li>• Out-of-town guests have no idea where to park.</li> <li>• Local guests know where to park, but have to budget additional time to find parking.</li> <li>• Combinations of wayfinding and technology are important to help patrons and employees</li> <li>• This strategy needs to address the parking deck</li> <li>• The need for both long-term and very short-term spaces were mentioned</li> <li>• Some businesses own or lease spaces for customers &amp; employees; smaller businesses can't afford to</li> <li>• Almost all of the businesses' workforce comes from out of Winter Park</li> <li>• For employees who need to be more presentable, biking/walking is not viewed as an option</li> <li>• Elderly employees need to have more convenient parking</li> </ul>
<b>Property Owners</b>	<ul style="list-style-type: none"> <li>• Area was originally designed with Park Avenue businesses sharing public parking, now businesses rely on a mixture of private and public parking</li> <li>• ITE Parking Generation is not applicable to Park Avenue</li> <li>• City policy and code can be a barrier to developing intensive mixed-use walkable urban</li> </ul>



# Financial Report

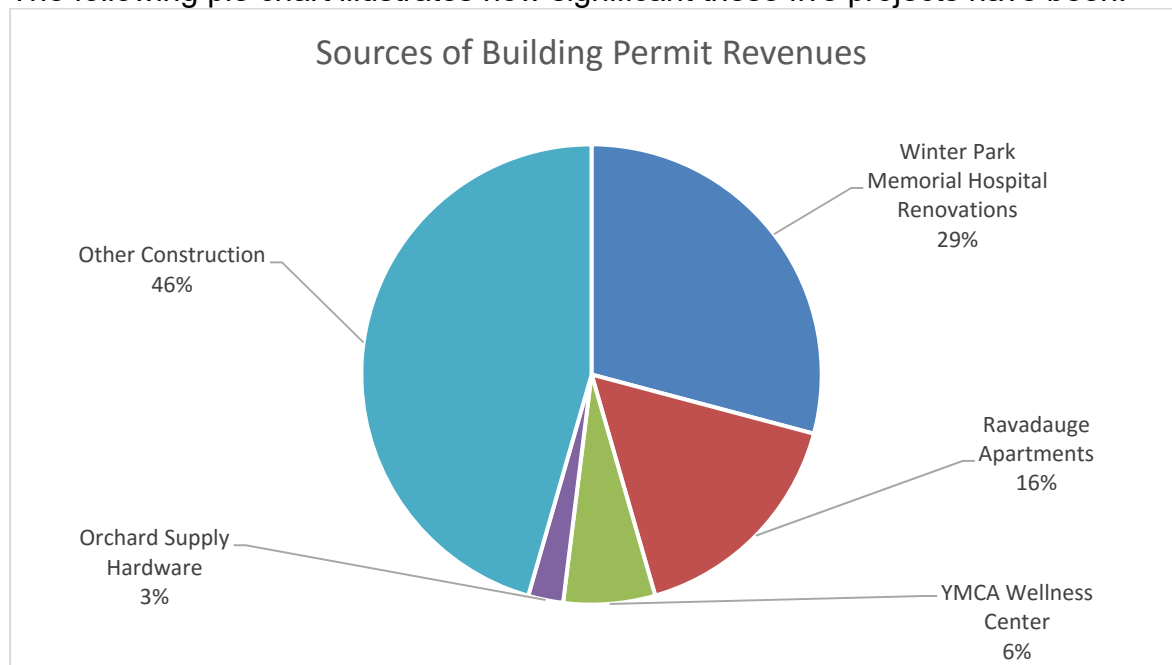
For the Month of June (75% of fiscal year lapsed) Fiscal Year 2017

## General Fund

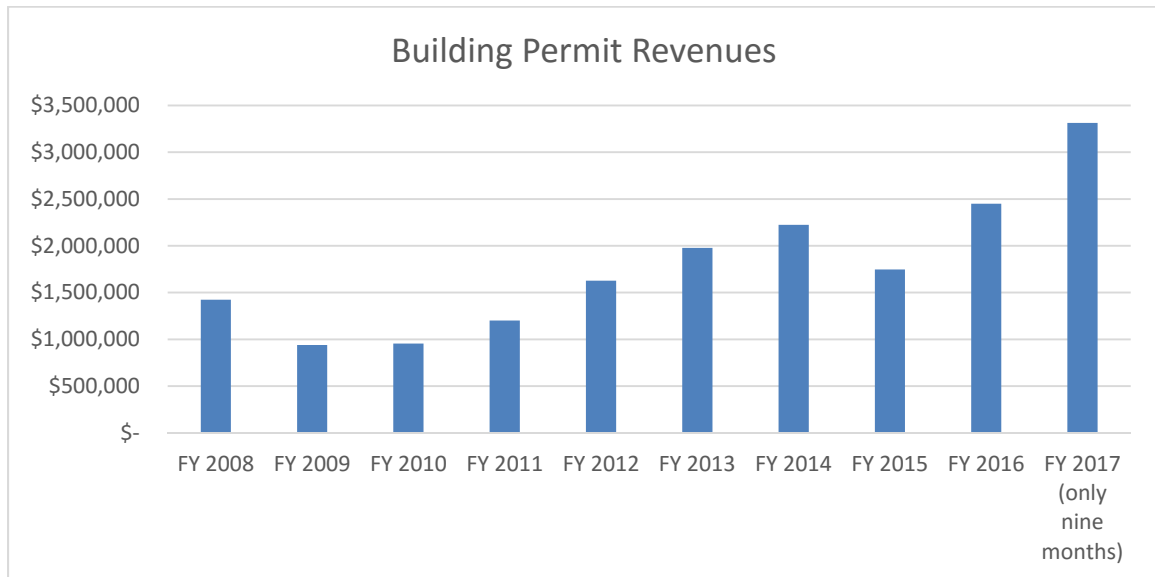
Three quarters through the fiscal year General Fund revenues appear to be on track with annual budget projections. A few items of note include:

1. Almost all property tax revenues have been received through June 30. 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 \$225,000. 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 \$100,000.
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 fees revenues. Winter Park Memorial Hospital (\$960,000), Ravadauge Apartments (268 units, \$540,000 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 \$500,000 in additional unrestricted revenues just based on revenues through June 30.

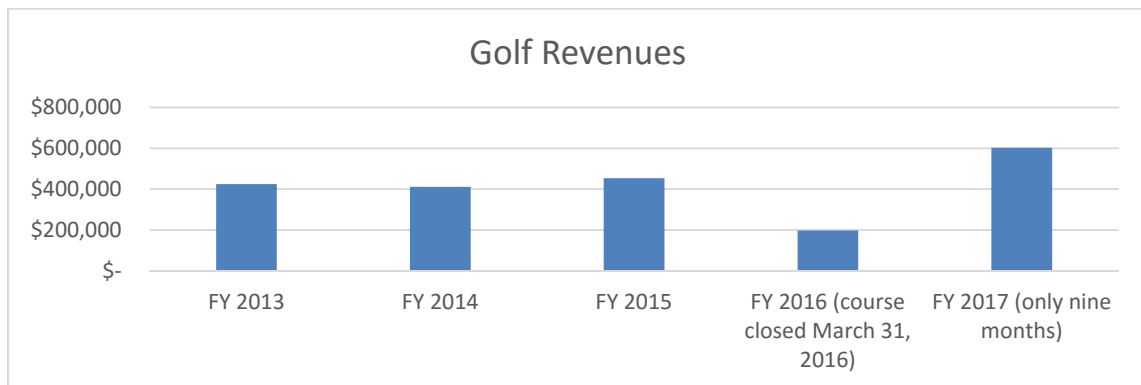
The following pie chart illustrates how significant these five projects have been:



Historical building permit revenues have been as follows:



5. Golf related revenues are on track to exceed the annual budget by \$200,000. Revenues from the first nine months are already higher than annual revenues from recent years.



6. Fire inspection fees for the commercial construction projects mentioned above increased charges for services revenue by \$600,000.
7. 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. Assuming the market remains fairly stable over the last quarter of the fiscal year, we will probably be about \$150,000 short of our target goal.

8. 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 are in line with budgetary expectations. 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 nine months of the fiscal year are well ahead of forecast and the prior year. This is most likely attributable to the drought conditions experienced for most of the first several months of 2017. 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. The bottom line reflects a positive \$2,468,568 and debt service coverage is projected to be a strong 2.23 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 424,000,000. This will have the effect of reducing net revenue to the electric fund of about \$380,000.

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	(\$380,000)
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
Estimated efficiency savings on undergrounding	\$385,000
Other factors	\$118,857
Projected net change in working capital	(\$526,143)

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. Fuel rates were increased effective June 1 with the goal of breaking even over the remainder of the current fiscal year.

Debt service coverage is forecast at 2.15 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 June 30, 2017. The overall portfolio has a blended rate of return of 1.48% and the average maturity of the long-term investment securities held was 4.10 years. All investment holdings were within the parameters of the City's current Investment Policy as of June 30, 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 June 30 is 81.72%. 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 June 30, 2017 and 2016**  
**75% of the Fiscal Year Lapsed**

	Fiscal YTD June 30, 2017						Fiscal YTD June 30, 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	\$ 18,810,967	129%	\$ 19,441,569	\$ 19,441,569	\$ 14,581,177	\$ 4,229,790	\$ 17,386,080	\$ 17,927,507	\$ 13,445,630	\$ 3,940,450
Franchise Fees	684,434	85%	1,079,913	1,079,913	809,935	(125,501)	880,834	1,181,603	886,202	(5,368)
Utility Taxes	4,747,450	99%	6,404,269	6,404,269	4,803,202	(55,752)	4,743,633	6,680,726	5,010,545	(266,912)
Business Taxes	469,831	126%	496,475	496,475	372,356	97,475	478,316	494,975	371,231	107,085
Building Permits	3,471,333	241%	1,922,997	1,922,997	1,442,248	2,029,085	1,677,713	1,918,000	1,438,500	239,213
Other Licenses & Permits	40,905	144%	37,940	37,940	28,455	12,450	32,495	25,000	18,750	13,745
Intergovernmental	5,476,599	98%	7,419,917	7,419,917	5,564,938	(88,339)	5,312,128	7,145,937	5,359,453	(47,325)
Charges for Services	6,520,718	115%	7,504,420	7,557,265	5,667,949	852,769	4,269,463	5,604,608	4,203,456	66,007
Fines and Forfeitures	927,801	111%	1,111,205	1,111,205	833,404	94,397	936,117	937,797	703,348	232,769
Miscellaneous	284,027	55%	688,850	688,850	516,638	(232,611)	550,368	710,700	533,025	17,343
Fund Balance	-	-	133,284	726,597	544,948	(544,948)	-	3,797,527	2,848,145	(2,848,145)
<b>Total Revenues</b>	<b>41,434,065</b>	<b>118%</b>	<b>46,240,839</b>	<b>46,886,997</b>	<b>35,165,250</b>	<b>6,268,815</b>	<b>36,267,147</b>	<b>46,424,380</b>	<b>34,818,285</b>	<b>1,448,862</b>
Expenditures:										
City Commission	21,650	104%	27,864	27,864	20,898	(752)	17,973	26,432	19,824	1,851
Legal Services - City Attorney	253,551	119%	284,000	284,000	213,000	(40,551)	166,745	301,000	225,750	59,005
Legal Services - Other	32,570	72%	60,000	60,000	45,000	12,430	21,782	60,000	45,000	23,218
Lobbyists	36,000	41%	118,000	118,000	88,500	52,500	61,500	118,000	88,500	27,000
City Management	427,757	93%	613,549	613,549	460,162	32,405	422,803	585,051	438,788	15,985
Budget and Performance Measurement	109,646	0%	160,086	162,806	122,105	12,459	111,813	160,998	120,749	8,936
City Clerk	130,898	94%	185,984	185,984	139,488	8,590	95,548	182,470	136,853	41,305
Communications Dept.	374,096	89%	557,097	557,777	418,333	44,237	368,059	558,409	418,807	50,748
Information Technology Services	1,303,348	103%	1,551,062	1,688,867	1,266,650	(36,698)	962,139	1,405,288	1,053,966	91,827
Finance	619,300	91%	909,886	909,886	682,415	63,115	633,056	886,496	664,872	31,816
Human Resources	293,297	112%	348,320	348,320	261,240	(32,057)	268,936	332,059	249,044	(19,892)
Purchasing	169,738	86%	262,662	262,662	196,997	27,259	187,867	279,527	209,645	21,778
Planning & Community Development	544,485	85%	798,520	856,810	642,608	98,123	574,466	911,522	683,642	109,176
Building	903,666	94%	1,247,462	1,277,462	958,097	54,431	876,273	1,212,538	909,404	33,131
Economic Development	10,801	-	-	-	-	(10,801)	21,432	-	-	(21,432)
Public Works	6,255,561	92%	8,842,427	9,027,721	6,770,791	515,230	5,242,526	7,262,207	5,446,655	204,129
Police	9,471,952	93%	13,607,783	13,618,064	10,213,548	741,596	9,205,350	13,388,511	10,041,383	836,033
Fire	9,262,873	97%	12,573,304	12,791,149	9,593,362	330,489	8,731,055	11,828,181	8,871,136	140,081
Parks & Recreation	5,796,046	103%	7,517,116	7,520,359	5,640,269	(155,777)	4,963,058	7,315,293	5,486,470	523,412
Organizational Support	1,467,546	134%	1,465,146	1,465,146	1,098,860	(368,686)	1,423,872	1,422,472	1,066,854	(357,018)
Non-Departmental	-	-	243,476	243,476	182,607	182,607	-	255,000	191,250	191,250
<b>Total Expenditures</b>	<b>37,484,781</b>	<b>96%</b>	<b>51,373,744</b>	<b>52,019,902</b>	<b>39,014,930</b>	<b>1,530,149</b>	<b>34,356,253</b>	<b>48,491,454</b>	<b>36,368,592</b>	<b>2,012,339</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>3,949,284</b>	<b>-103%</b>	<b>(5,132,905)</b>	<b>(5,132,905)</b>	<b>(3,849,680)</b>	<b>7,798,964</b>	<b>1,910,894</b>	<b>(2,067,074)</b>	<b>(1,550,307)</b>	<b>3,461,201</b>
Operating transfers in	6,573,067	95%	9,178,676	9,178,676	6,884,007	(310,940)	6,471,600	8,871,531	6,653,648	(182,048)
Operating transfers out	(3,489,501)	115%	(4,045,771)	(4,045,771)	(3,034,327)	(455,174)	(5,970,827)	(6,804,457)	(5,103,343)	(867,484)
Other Financing Sources/(Uses)	<b>3,083,566</b>	<b>80%</b>	<b>5,132,905</b>	<b>5,132,905</b>	<b>3,849,680</b>	<b>(766,114)</b>	<b>500,773</b>	<b>2,067,074</b>	<b>1,550,305</b>	<b>(1,049,532)</b>
<b>Total Revenues Over Expenditures</b>	<b>\$ 7,032,850</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,032,850</b>	<b>\$ 2,411,667</b>	<b>\$ -</b>	<b>\$ (2)</b>	<b>\$ 2,411,669</b>

\* As adjusted through June 30, 2017

The City of Winter Park, Florida  
Monthly Financial Report - Budget vs. Actual  
Community Redevelopment Fund  
Fiscal YTD June 30, 2017 and 2016  
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2017						Fiscal YTD June 30, 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	132%	\$ 1,975,328	\$ 1,975,328	\$ 1,481,496	\$ 479,713	\$ 1,550,967	1,506,764	\$ 1,130,073	\$ 420,894
Charges for services	158,918	94%	225,000	225,000	168,750	(9,832)	161,985	225,000	168,750	(6,765)
Miscellaneous	98,450	82%	70,000	159,500	119,625	(21,175)	56,553	60,000	45,000	11,553
Fund Balance	-	0%		1,756,685	1,317,514	(1,317,514)	-	1,956,568	1,467,426	(1,467,426)
Total Revenues	2,218,577	72%	2,270,328	4,116,513	3,087,385	(868,807)	1,769,505	3,748,332	2,811,249	(1,041,744)
Expenditures:										
Planning and Development	781,839	82%	1,146,060	1,267,888	950,916	169,077	731,227	794,897	596,173	(135,054)
Capital Projects	56,465	0%	762,183	3,131,284	2,348,463	2,291,998	50,000	1,792,494	1,344,371	1,294,371
Debt service	1,315,813	117%	1,493,552	1,493,552	1,120,164	(195,649)	1,298,241	1,494,053	1,120,540	(177,701)
Total Expenditures	2,154,117	49%	3,401,795	5,892,724	4,419,543	2,265,426	2,079,468	4,081,444	3,061,084	981,616
Revenues Over/(Under) Expenditures	64,460	-5%	(1,131,467)	(1,776,211)	(1,332,158)	1,396,619	(309,963)	(333,112)	(249,835)	(60,128)
Operating transfers in	1,822,284	133%	1,822,815	1,822,815	1,367,111	455,173	1,435,305	1,390,428	1,042,821	392,484
Operating transfers out	(34,953)	100%	(46,604)	(46,604)	(34,953)	-	(1,042,986)	(1,057,316)	(792,987)	(249,999)
Other Financing Sources/(Uses)	1,787,331	0%	1,776,211	1,776,211	1,332,158	455,173	392,319	333,112	249,834	142,485
Total Revenues Over/(Under) Expenditures	\$ 1,851,791		\$ 644,744	\$ -	\$ -	\$ 1,851,791	\$ 82,356	\$ -	\$ (1)	\$ 82,357

\* As adjusted through June 30, 2017

**WINTER PARK WATER AND WASTEWATER METRICS**  
**June 30, 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
<b>Operating Performance:</b>						
<b>Water and Irrigation Sales (thousands of gallons)</b>						
Sewer - inside city limits	789,011	1,036,582	1,015,000	21,582	754,862	972,012
Sewer - outside city limits	675,789	886,997	890,000	(3,003)	652,876	810,658
Water - inside city limits	1,242,709	1,646,445	1,500,000	146,445	1,139,264	1,528,589
Irrigation - Inside City	474,942	636,006	585,000	51,006	416,208	571,356
Water - outside city limits	956,678	1,270,200	1,235,000	35,200	893,412	1,192,418
Irrigation - Outside City	92,040	122,373	115,000	7,373	84,144	112,207
<b>Total</b>	<b>4,231,168</b>	<b>5,598,603</b>	<b>5,340,000</b>	<b>258,603</b>	<b>3,940,765</b>	<b>5,187,240</b>
<hr/>						
<b>Operating revenues:</b>						
Sewer - inside city limits	\$ 4,967,833	\$ 6,623,777	\$ 6,443,045	\$ 180,732	4,775,552	6,396,742
Sewer - outside city limits	5,239,683	6,986,244	6,825,015	161,229	5,058,142	6,781,958
Water - inside city limits	7,375,551	9,834,068	8,947,315	886,753	6,411,347	8,810,832
Water - outside city limits	4,487,729	5,983,639	5,768,541	215,098	4,176,785	5,622,426
Other operating revenues	1,224,678	1,632,904	1,307,797	325,107	1,059,326	1,416,341
<b>Total operating revenues</b>	<b>23,295,474</b>	<b>31,060,632</b>	<b>29,291,713</b>	<b>1,768,919</b>	<b>21,481,152</b>	<b>29,028,299</b>
<b>Operating expenses:</b>						
General and administration	1,300,172	1,733,563	1,735,419	1,856	1,242,869	1,757,791
Operations	8,597,784	12,138,048	12,691,530	553,482	8,052,071	11,728,434
Labor costs capitalized	361,031	481,375	481,375	-	374,184	598,154
Wastewater treatment by other agencies	2,991,949	3,989,265	4,610,153	620,888	3,123,889	4,115,075
<b>Total operating expenses</b>	<b>13,250,936</b>	<b>18,342,250</b>	<b>19,518,477</b>	<b>1,176,227</b>	<b>12,793,013</b>	<b>18,199,454</b>
<b>Net Operating income</b>	<b>10,044,538</b>	<b>12,718,382</b>	<b>9,773,236</b>	<b>2,945,146</b>	<b>8,688,139</b>	<b>10,828,845</b>

**WINTER PARK WATER AND WASTEWATER METRICS**  
**June 30, 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	(17,134)	(22,845)	288,016	(310,861)	115,676	186,106
Miscellaneous revenue	6,689	8,919	26,000	(17,081)	7,940	8,440
Transfer to Renewal and Replacement Fund	(1,239,469)	(1,652,625)	(1,652,626)	1	(1,254,526)	(1,672,701)
Transfer to General Fund	(1,724,943)	(2,299,924)	(2,299,924)	-	(1,644,779)	(2,193,038)
Transfer for Organizational Support	(52,412)	(69,883)	(69,883)	0	(50,179)	(66,905)
Transfer to Capital Projects Fund	(104,687)	(139,583)	(139,583)	0	(71,250)	(95,000)
Debt service sinking fund deposits	(4,444,014)	(5,925,330)	(5,928,330)	3,000	(4,443,514)	(5,924,930)
Total other sources (uses)	(7,575,970)	(10,101,271)	(9,776,330)	(324,941)	(7,340,632)	(9,758,028)
Net increase (decrease) in funds	\$ 2,468,568	\$ 2,617,111	\$ (3,094)	\$ 2,620,205	1,347,507	1,070,817
Debt service coverage		2.23				1.96



**WINTER PARK ELECTRIC UTILITY METRICS**  
**June 30, 2017**

	<b><u>FY'17</u></b> <b><u>YTD</u></b>	<b><u>FY'17</u></b> <b><u>Annualized</u></b>	<b><u>FY'17</u></b> <b><u>Budget</u></b>	<b>Variance</b> <b>from</b> <b><u>Budget</u></b>	<b><u>FY'16</u></b>
<b><u>Technical Performance</u></b>					
Net Sales (kWh)	298,307,230	424,334,609	434,504,964	(10,170,355)	437,231,854
Average Revenue/kWh	0.1039	0.1054			0.1064
Wholesale Power Purchased (kWh)	300,863,141	427,726,956	457,373,646	(29,646,690)	450,549,953
Wholesale Power Cost/kWh	(0.0539)	(0.0539)			(0.0506)
Gross margin	0.1578	0.1594			0.1570
Sold vs. Purchased kWh Ratio	99.15%	99.21%	95.00%		97.04%
 <b><u>Revenues and Expenses Directly Related to Sales of Electricity:</u></b>					
Electric Sales:					
Fuel	9,321,526	13,918,859	15,345,946	(1,427,087)	14,645,490
Non-Fuel	21,662,283	30,814,058	31,551,008	(736,950)	31,883,159
Purchased Power :					
Fuel	(10,142,225)	(14,418,859)	(15,345,946)	927,087	(14,083,240)
Non-Fuel	(6,083,928)	(8,649,314)	(9,467,708)	818,394	(8,696,038)
Transmission Power Cost	(2,534,433)	(3,379,244)	(3,105,267)	(273,977)	(3,261,373)
<b>Net Revenue from Sales of Electricity</b>	<b>12,223,223</b>	<b>18,285,500</b>	<b>18,978,033</b>	<b>(692,533)</b>	<b>20,487,998</b>
 <b><u>Other Operating Income (Expenses):</u></b>					
Other Operating Revenues	280,738	374,317	428,100	(53,783)	283,147
General and Administrative Expenses	(1,088,716)	(1,451,621)	(1,480,605)	28,984	(1,577,778)
Operating Expenses	(4,853,050)	(6,470,733)	(6,239,392)	(231,341)	(7,737,057)
Total Other Operating Income (Expenses)	(5,661,028)	(7,548,037)	(7,291,897)	(256,140)	(9,031,688)
<b>Net Operating Income</b>	<b>6,562,195</b>	<b>10,737,463</b>	<b>11,686,136</b>	<b>(948,673)</b>	<b>11,456,310</b>

**WINTER PARK ELECTRIC UTILITY METRICS**  
**June 30, 2017**

	<b><u>FY'17</u></b> <b><u>YTD</u></b>	<b><u>FY'17</u></b> <b><u>Annualized</u></b>	<b><u>FY'17</u></b> <b><u>Budget</u></b>	<b>Variance</b> <b>from</b> <b><u>Budget</u></b>	<b><u>FY'16</u></b>
<b>Nonoperating Revenues (Expenses):</b>					
State Funding for Fairbanks Distribution Lines	-	-		-	-
Undergrounding Fairbanks Distribution Lines	-	-		-	(4,050)
Investment Earnings	(4,779)	(6,372)	6,293	(12,665)	19,493
Principal on Debt	(1,837,500)	(2,450,000)	(2,450,000)	-	(2,070,000)
Interest on Debt	(1,909,901)	(2,546,535)	(2,589,780)	43,245	(2,710,747)
Miscellaneous Revenue	23,211	30,948	-	30,948	28,341
Proceeds from Sale of Assets	18,458	24,611	-	24,611	31,455
Contributions in Aid of Construction (CIAC)	473,386	623,386	500,000	123,386	996,514
Residential Underground Conversions	77,771	103,695	16,000	87,695	101,447
Capital (including the costs of improvements paid for by CIAC revenues)	(924,088)	(1,232,117)	(1,300,000)	67,883	(1,569,013)
Undergrounding of Power Lines	(2,424,153)	(3,234,153)	(3,500,000)	265,847	(2,856,303)
<b>Total Nonoperating Revenues (Expenses)</b>	<b>(6,507,595)</b>	<b>(8,686,538)</b>	<b>(9,317,487)</b>	<b>630,949</b>	<b>(8,032,863)</b>
<b>Income Before Operating Transfers</b>	<b>54,600</b>	<b>2,050,925</b>	<b>2,368,649</b>	<b>(317,724)</b>	<b>3,423,447</b>
<b>Operating Transfers In/Out:</b>					
Transfers from Water and Sewer Fund	151,088	151,088	151,088	-	
Transfers to General Fund	(1,707,895)	(2,429,438)	(2,691,780)	262,342	(2,556,617)
Transfers for organizational support	(89,210)	(118,947)	(118,947)	-	(116,795)
Transfers to capital projects	(134,828)	(179,771)	(179,771)	-	(174,771)
<b>Total Operating Transfers</b>	<b>(1,780,845)</b>	<b>(2,577,067)</b>	<b>(2,839,410)</b>	<b>262,342</b>	<b>(2,848,183)</b>
<b>Net Change in Working Capital</b>	<b>(1,726,245)</b>	<b>(526,143)</b>	<b>(470,761)</b>	<b>(55,382)</b>	<b>575,264</b>
<b><u>Other Financial Parameters</u></b>					
Debt Service Coverage		2.15			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**  
**June 30, 2017**

	<b><u>FY'17</u></b>	<b><u>FY'17</u></b>	<b><u>FY'17</u></b>	<b>Variance</b>	
	<b><u>YTD</u></b>	<b><u>Annualized</u></b>	<b><u>Budget</u></b>	<b>from</b>	<b><u>FY'16</u></b>
				<b><u>Budget</u></b>	
Cash Balance	(1,404,490)				862,880
<b>Current year change in cash balance</b>	<b>(2,267,370)</b>				
 <b><u>Fuel Cost Stabilization Fund Balance:</u></b>					
Beginning Balance	2,127,701				
Fuel Revenues	9,314,287				
Fuel Expenses	(9,822,225)				
Ending Balance	<u>1,619,763</u>				
<b>Current year change in fuel stabilization fund</b>	<b>(507,938)</b>				

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)**  
**30-Jun-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
<b>Short-term funds:</b>												
Bank of America					0.25%	\$ 2,308,969	\$ 2,308,969					
SeacoastBank					0.25%	\$ 1,163,022	\$ 1,163,022					
FL Safe Money Market Fund					1.02%	\$ 603,141	\$ 603,141					
American Municipal Securities Money Market Fund					0.48%	\$ 57,135	\$ 57,135					
State Board of Administration (SBA)					1.18%	\$ 19,284	\$ 19,284					
FL Safe Term Series					0.75%	\$ 400,000	\$ 400,000	09/29/17				
Certificate of Deposit					0.50%	\$ 100,980	\$ 100,980	12/29/17				
<b>Total short-term funds</b>						<b>\$ 4,652,531</b>	<b>\$ 4,652,531</b>				7.57%	
<b>Long-term investments:</b>												
<b>US Treasury Note Investments (backed by full faith and credit of the United States Government):</b>												
US TREASURY NOTES	912828UA6	02/07/13	\$ 1,000,000	99.793	0.63%	\$ 992,580	\$ 997,930	11/30/17	AAA			
US TREASURY NOTES	912828Q94	06/09/16	\$ 2,000,000	99.570	0.75%	\$ 2,000,000	\$ 1,991,400	04/30/18	AAA			
US TREASURY NOTES	912828P53	06/27/16	\$ 1,000,000	99.035	0.75%	\$ 1,000,000	\$ 990,350	02/15/19	AAA			
US TREASURY NOTES	912828TR1	02/23/16	\$ 1,000,000	99.070	1.00%	\$ 992,500	\$ 990,700	09/30/19	AAA			
US TREASURY NOTES	912828L32	09/09/15	\$ 1,000,000	99.289	1.38%	\$ 992,500	\$ 992,890	08/31/20	AAA			
US TREASURY NOTES	912828S27	07/05/16	\$ 1,000,000	97.589	1.13%	\$ 1,010,156	\$ 975,890	06/30/21	AAA			
US TREASURY NOTES	912828G53	09/09/15	\$ 1,000,000	100.253	1.88%	\$ 1,002,188	\$ 1,002,530	11/30/21	AAA			
<b>Total US Treasury Note Investments</b>			<b>\$ 8,000,000</b>			<b>\$ 7,989,924</b>	<b>\$ 7,941,690</b>				12.92%	13.97%
<b>Government National Mortgage Investments (backed by full faith and credit of the United States Government):</b>												
GNMA II ARM PASS THRU POOL 8258	36202KE76	05/04/99	\$ 490,000	102.679	1.75%	\$ 1,481	\$ 1,521	08/20/23				
GNMA PASS THRU POOL 372024	36204KG98	05/21/98	\$ 1,730,000	109.344	6.50%	\$ 33,406	\$ 36,528	01/15/24				
GNMA PASS THRU POOL AD1605	36180CYA1	02/01/13	\$ 1,000,000	99.464	2.00%	\$ 606,347	\$ 603,097	01/15/28				
GNMA II PASS THRU POOL 2562	36202CZ30	02/08/01	\$ 2,500,000	115.906	6.00%	\$ 28,679	\$ 33,241	03/20/28				
GNMA PASS THRU POOL 497581	36210NXJ3	02/11/99	\$ 500,000	112.757	6.00%	\$ 13,448	\$ 15,164	01/15/29				
GNMA II PASS THRU POOL 2795	36202DC82	02/08/01	\$ 2,000,000	116.240	6.50%	\$ 16,305	\$ 18,953	08/20/29				
GNMA II PASS THRU POOL 2997	36202DKJ9	01/31/01	\$ 1,717,305	101.146	6.50%	\$ 2,097	\$ 2,121	11/20/30				
GNMA PASS THRU POOL 574674	36200WMX6	03/27/08	\$ 1,700,000	108.965	5.00%	\$ 31,512	\$ 34,337	04/15/34				
GNMA II PASS THRU POOL 3839	36202EHQ5	01/30/08	\$ 1,000,000	106.842	4.50%	\$ 122,141	\$ 130,498	04/20/36				
GNMA II PASS THRU POOL 4071	36202EQY8	01/18/08	\$ 1,000,000	110.448	5.00%	\$ 63,816	\$ 70,484	01/20/38				
GNMA 09-9 TA REMIC MULTICLASS CMO	38374TDH4	03/17/09	\$ 1,000,000	102.489	4.50%	\$ 50,836	\$ 52,101	08/20/38				
GNMA 10-31 AP REMIC MULTICLASS CMO	38376XL50	04/12/10	\$ 1,000,000	102.498	4.00%	\$ 136,949	\$ 140,370	08/20/38				
GNMA PASS THRU POOL 702875	36296VZG2	05/10/10	\$ 1,015,000	107.567	4.00%	\$ 503,216	\$ 541,294	07/15/39				
GNMA 13-28 DE REMIC MULTICLASS CMO	38378FWG1	02/08/13	\$ 1,000,000	97.573	1.75%	\$ 584,484	\$ 558,561	12/20/42				
GNMA 13-42 DE REMIC MULTICLASS CMO	38378JFT4	03/13/13	\$ 1,000,000	98.488	1.75%	\$ 217,728	\$ 208,836	01/20/43				
<b>Total Government National Mortgage Investments</b>			<b>\$ 18,652,305</b>			<b>\$ 2,412,445</b>	<b>\$ 2,447,106</b>				3.98%	4.31%
<b>Agencies which are non-full faith and credit):</b>												
<b>Federal Farm Credit Investments:</b>												
FEDERAL FARM CREDIT	3133ECNY6	05/03/13	\$ 1,000,000	99.674	0.95%	\$ 1,000,000	\$ 996,740	05/08/18	AAA	AA+		
FEDERAL FARM CREDIT	3133EFWX1	01/22/16	\$ 1,000,000	99.519	1.27%	\$ 1,000,000	\$ 995,190	01/28/19	AAA	AA+		
FEDERAL FARM CREDIT	31331KAU4	01/21/11	\$ 1,000,000	102.998	3.33%	\$ 1,000,000	\$ 1,029,980	01/28/19	AAA	AA+		
FEDERAL FARM CREDIT	3133EGF42	11/02/16	\$ 1,000,000	97.588	1.36%	\$ 1,000,000	\$ 975,880	11/09/20	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRN7	08/10/16	\$ 1,000,000	97.992	1.47%	\$ 1,000,000	\$ 979,920	02/17/21	AAA	AA+		

Cash and Investment Portfolio (excluding pension funds and bond proceeds)  
30-Jun-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	98.723	1.65%	\$ 1,600,000	\$ 1,579,568	03/01/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQP3	08/16/16	\$ 1,000,000	97.742	1.44%	\$ 1,000,000	\$ 977,420	08/16/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQM0	08/16/16	\$ 1,500,000	97.579	1.62%	\$ 1,500,000	\$ 1,463,685	02/10/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRK3	08/10/16	\$ 1,000,000	95.981	1.60%	\$ 1,000,000	\$ 959,810	08/17/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EGME2	04/26/17	\$ 1,000,000	96.831	2.12%	\$ 1,000,000	\$ 968,310	08/17/22	AAA	AA+		
<b>Total Federal Farm Credit Investments</b>			<b>\$ 11,100,000</b>			<b>\$ 11,100,000</b>	<b>\$ 10,926,503</b>				17.77%	19.23%
<b>Federal Home Loan Banks Investments:</b>												
FEDERAL HOME LOAN BANK	3130A92Z3	08/30/16	\$ 1,300,000	98.438	1.07%	\$ 1,300,000	\$ 1,279,694	08/28/19	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A95J6	08/18/16	\$ 3,000,000	98.221	1.00%	\$ 3,000,000	\$ 2,946,630	03/16/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AAET1	12/08/16	\$ 2,500,000	99.475	2.05%	\$ 2,500,000	\$ 2,486,875	12/29/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A6UY1	12/03/15	\$ 2,500,000	100.303	2.00%	\$ 2,500,000	\$ 2,507,575	12/30/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AA5W4	12/16/16	\$ 4,500,000	99.813	1.50%	\$ 4,500,000	\$ 4,491,585	05/23/22	AAA	AA+		
<b>Total Federal Home Loan Banks Investments</b>			<b>\$ 13,800,000</b>			<b>\$ 13,800,000</b>	<b>\$ 13,712,359</b>				22.30%	24.13%
<b>Federal Home Loan Mortgage Investments:</b>												
FEDERAL HOME LN MTG CORP	3134GABK9	08/09/16	\$ 2,000,000	98.391	1.16%	\$ 2,000,000	\$ 1,967,820	08/28/19	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GAM68	01/30/17	\$ 1,500,000	99.787	1.00%	\$ 1,500,000	\$ 1,496,805	01/27/20	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GAH31	01/03/17	\$ 4,000,000	100.004	2.00%	\$ 4,000,000	\$ 4,000,160	01/27/21	AAA	AA+		
FHLMC GOLD PASS THRU POOL J01091	3128PCF80	01/17/06	\$ 1,000,000	102.534	5.00%	\$ 34,144	\$ 35,009	02/01/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GGBBM3	03/02/17	\$ 1,000,000	100.092	2.00%	\$ 1,000,000	\$ 1,000,920	03/29/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GASC4	02/16/17	\$ 3,000,000	99.752	2.00%	\$ 3,000,000	\$ 2,992,560	09/16/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GBBL5	03/02/17	\$ 2,000,000	100.054	2.00%	\$ 2,000,000	\$ 2,001,080	03/29/22	AAA	AA+		
FHLMC GOLD PASS THRU POOL C91020	3128P7DZ3	03/21/07	\$ 1,000,000	110.232	5.50%	\$ 38,682	\$ 42,639	03/01/27	AAA	AA+		
<b>Total Federal Home Loan Mortgage Investments</b>			<b>\$ 15,500,000</b>			<b>\$ 13,572,826</b>	<b>\$ 13,536,993</b>				22.02%	23.82%
<b>Federal National Mortgage Association Investments:</b>												
FEDERAL NATL MTG ASSN	3136G16F1	12/11/12	\$ 1,000,000	99.705	1.00%	\$ 1,000,000	\$ 997,050	06/27/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G13U1	11/27/12	\$ 1,000,000	99.572	1.10%	\$ 1,000,000	\$ 995,720	12/18/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G2WX1	01/25/16	\$ 500,000	99.656	1.25%	\$ 500,000	\$ 498,280	02/22/19	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G3L45	07/26/16	\$ 4,800,000	97.473	1.25%	\$ 4,800,000	\$ 4,678,704	07/28/20	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G2CS4	01/12/15	\$ 1,000,000	100.164	2.00%	\$ 1,000,000	\$ 1,001,640	01/27/22	AAA	AA+		
FNMA PASS THRU POOL 255994	31371MKF3	03/12/07	\$ 1,605,000	110.687	5.50%	\$ 86,902	\$ 96,189	11/01/25	AAA	AA+		
<b>Total Federal National Mortgage Association Investments:</b>			<b>\$ 9,905,000</b>			<b>\$ 8,386,902</b>	<b>\$ 8,267,583</b>				13.45%	14.55%
<b>Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):</b>			<b>\$ 50,305,000</b>			<b>\$ 46,859,728</b>	<b>\$ 46,443,438</b>				75.54%	81.72%
<b>Total Long-Term Investments</b>			<b>\$ 76,957,305</b>			<b>\$ 57,262,097</b>	<b>\$ 56,832,234</b>					
<b>Total Short-Term Funds and Long-Term Investments</b>						<b>\$ 61,914,628</b>	<b>\$ 61,484,765</b>					
<b>Blended Portfolio Rate of Return</b>							<b>1.48%</b>					
<b>Average Maturity (in years)</b>							<b>4.10</b>					



# city commission agenda item

item type	Non-Action Item	meeting date	August 14, 2017
prepared by	James White	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
department	Fire and Code Compliance		
division			
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship <input checked="" type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety <input type="checkbox"/> Investment in Public Assets & Infrastructure		

## Subject: Review of Proposed Changes to the City Sign Code

The following changes to the Sign Code are suggested from the Planning, Building and Code Enforcement staff in order to reduce the proliferation of signs in the City; add regulations for new types of signs and to aid enforcement and removal of illegal temporary signs:

**Background:** A summary of the changes proposed is as follows:

### Sec. 58-123 – Definitions –

1. Updating and providing new definitions for animated signs (which are prohibited) including humans that are waving and spinning signs.
2. Determining that murals are signs and creating size and area limits on building walls.

### Sec. 58-134 – Temporary Signs

1. Providing new regulations for decorative wind screens on construction fences regarding the copy area and pictures.
2. Limiting multi-family, office and commercial real estate 'for sale' and 'for lease' signs to placement onto existing ground or pole signs on the property versus the current practice of erecting additional freestanding plywood signs and providing an allowance for added copy area if the existing signage area of the ground or pole sign is fully utilized.
3. Eliminating the use of A-frame, portable and menu board signs in the C-3 commercial zoned areas of the City; restricting their use to the pedestrian oriented C-2 and C-3 zoned areas in the Central Business District, Hannibal Square Business District and Orange Avenue Corridor Business District.

### Sec. 58-135 – Prohibited Signs

1. Clarifying that balloons, human signs, electronic signs, LED window signs, inflatable signs, and any flashing or blinking mechanism or sign is prohibited.
2. Declaring snipe signs "abandoned property" and allowing anyone to remove them.
3. Eliminating content based language regarding flag display.

## **Direction Needed:**

The city staff needs direction from the City Commission on the following items:

1. Is the City Commission in agreement with these changes for staff to advertise public hearings? Given the focus on the upcoming budget this is tentatively planned for October public hearings.
2. Does the City Commission want staff to take this thru any other Boards such as P&Z? The Sign Code is not part of the Zoning Regulations, so P&Z review is not required but can be done if desired by the City Commission.
3. What does the City Commission want staff to do for 'notice'? Because the Sign Code changes potentially affect over 800 acres of property in the City and hundreds of properties and business tenants, the State Law (Chapter 166) requires a quarter page display advertisement in the Orlando Sentinel. That is what is planned unless the City Commission wants to do a city-wide notice (\$6,000)



# **2017 SIGN CODE AMENDMENTS**



# Proposed Amendments

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- New additions for prohibited animated/human signs, electric signs, flashings signs, and LED/neon signs
- Clarifies that 'snipe signs' are abandoned property
- Provides new rules for construction fence wind screens
- Reduces the number and size of commercial "for sale" or "for lease" signs
- Reduces the areas of the city permitted for A-frame, or other temporary signs

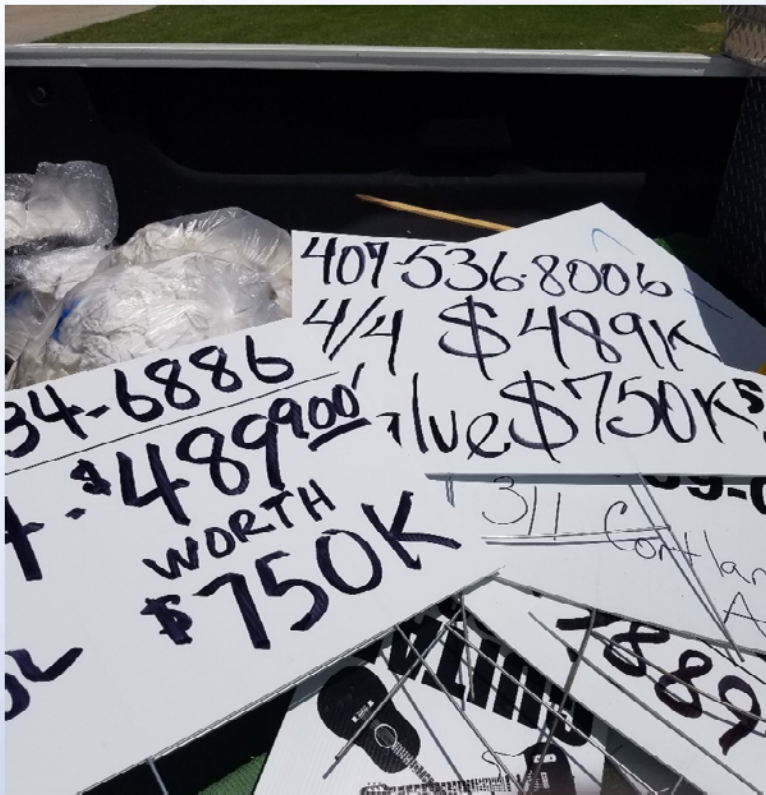
## Clarifies prohibition on animated/human signs



## Clarifies prohibition on LED/neon signs



## Clarifies that 'snipe signs' are abandoned property



## ROADSIDE BLIGHT





## Provides new rules for construction fence wind screens



## Reduces the number and size of commercial “for sale” or “for lease” signs







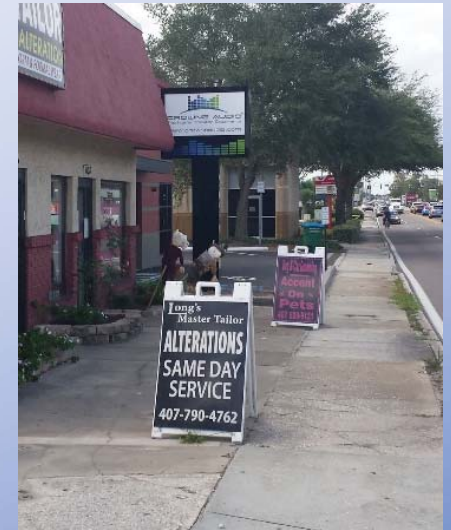


# A-Frame Signs

- Reduces the locations for temporary a-frame, portable or menu board signs to:
  1. Central Business District
  2. Hannibal Square Commercial District
  3. Orange Avenue Business Corridor
- Requires a permit for temporary A-frame, portable or menu board signs in an “approved” location.
- Allows the city to deem such temporary signs as abandoned property is repeatedly placed in the street right-of-way



# A-Frame Signs



**REGULAR MEETING OF THE CITY COMMISSION**  
**July 24, 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 Rev. Weaver Blondin, Mt. Moriah Missionary Baptist Church followed by the Pledge of Allegiance.

Members present:

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

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 Sprinkel and carried unanimously with a 5-0 vote.**

**Mayor's Report**

No report.

**City Manager's Report**

City Manager Knight addressed the policy regarding lake water levels and when the lakes are closed to boat traffic due to high water levels.

City Manager Knight explained the proposed quiet zones schedule.

**City Attorney's Report**

City Attorney Ardaman reported that the hearing on the memory care facility has been postponed and are still working toward a resolution.

**Non-Action Item**

No items.

**Consent Agenda**

- a. Approve the minutes of July 10, 2017.
- b. Approve the following contracts and formal solicitation:
  - 1. Piggyback contract of Orlando Utilities Commission Agreement No. 895, Water/Wastewater Material Alliance with HD Supply Waterworks and authorize the Mayor to execute contract.

2. Piggyback NCPA contract for Athletic Surfacing Systems Maintenance and Construction with The Nidy Sports Construction Company and authorize the Mayor to execute contract.
3. Award IFB-22-2017 – Brick Installation Services to JMD Global Developers for Brick Installation Services and authorize the Mayor to execute contract.

Commissioner Weldon spoke about his request to amend the minutes (emailed to the Commissioners prior to the meeting) that was changed for approval.

**Motion made by Commissioner Cooper to approve the Consent Agenda (with Commissioner Weldon's changes to the minutes); seconded by Commissioner Sprinkel. No public comments were made. The motion carried unanimously with a 5-0 vote.**

### **Action Items Requiring Discussion**

a. Adoption of the tentative millage rate

City Manager Knight explained that this is the millage rate they give the Property Appraiser's office to be sent out in the TRIM notice to property owners in August. He explained that the Commission can lower the rate agreed to today but cannot increase the rate without an extraordinary notice process. He stated the balance budget provided is based on a 4.0923 millage rate as well as a debt service rate of 0.1597 mills for the Public Safety bonds and the new library bonds of 0.3536 mills. He asked for adoption of the tentative millage rate and the debt service rates.

**Motion made by Commissioner Weldon that we reduce the operating millage rate from the requested 4.0923 to a number that reflects the reduction in total property tax revenue of \$500,000 from the presented budget; seconded by Commissioner Sprinkel.**

**Motion made by Mayor Leary to approve the current millage rate of 4.0923; seconded by Commissioner Cooper.**

No public comments were made.

**Upon a roll call vote on the first motion to reduce the operating millage rate, Mayor Leary and Commissioners Seidel and Cooper voted no. Commissioners Sprinkel and Weldon voted yes. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the second motion to adopt the current millage rate of 4.0923, Mayor Leary and Commissioners Seidel and Cooper voted yes. Commissioners Sprinkel and Weldon voted no. The motion carried with a 3-2 vote.**

b. Ravaudage Road Reimbursement Strategy

Public Works Director Troy Attaway explained that the developer has requested the City reimburse him for road work being performed on existing roads in the City's right-of-way. The letter to Mr. Knight from Mr. Bellows regarding public right-of-way infrastructure (Exhibit A) and the memorandum from Mr. Attaway explaining the Ravaudage Road reimbursement strategy (Exhibit B) are attached.

Dan Bellows, representing Benjamin Partners, explained what he has accomplished to date in Ravaudage including the roads he built. He spoke about stormwater and sewer flow and the impact to the roads if the City is going to tear up the roads to put in potable and sanitary water. He spoke about the lack of on-street parking or sidewalks. He stated he will pay 100% of the cost for the 8 ½ feet of asphalt for on-street parking if he can get credit for the on-street parking. He asked to continue to work with staff to pay for the minimum standard of public right-of-way within Ravaudage.

Mr. Attaway and Mr. Bellows clarified questions of the Commission. Commissioner Weldon expressed concerns not to put the City at any risk to the taxpayers and to make sure the funds are available in order to make a contribution back to Mr. Bellows. He stated he is willing to work on commitments that would help Mr. Bellows but wanted to work on those to the extent that it is a proportionate share of the actual cost coming out of City dollars only after we have received the permit fees and related building fees as the remainder of Ravaudage is built out. He stated he is willing to table this and consider a scenario with the applicant that would be reasonable under the circumstances that would not put any City money at risk.

Commissioner Cooper commented about the requirement to do a cost benefit analysis when looking at any annexation and speaking with Orange County when this annexation came before them regarding expectations for infrastructure. She stated the developer has benefitted from Winter Park being here and we will benefit from this project in the way of taxation but the residents will have to deal with the congestion, impact on our schools and use of our parks over and above what we would normally have required from a developer. She stated the infrastructure for this project is a reasonable cost of development given the amount of density that is being projected in this development as compared to others. She stated she is not comfortable with that.

**Motion made by Commissioner Weldon to table this pending discussion between staff and the applicant as to a scenario that may be possible to provide some assistance from the City provided the City is not at risk; seconded by Commissioner Seidel. No public comments were made. The motion carried with a 4-1 vote with Commissioner Cooper voting no.**

**Public Hearings:**

- a. RESOLUTION NO. 2188-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Planning Director Dori Stone summarized the proposed amendments. She addressed the request by the developer to convert some commercial and/or office square footage in his matrix into an assisted living/memory care facility; and other changes included in the redlined document provided. She spoke about the request for on-street parking. She asked that the Development Review Committee (DRC) be able to approve that request rather than allow on-street parking on public right-of-way which currently City code does not allow and to allow the DRC to review the on-street parking requests on a case by case basis.

Commissioner Cooper expressed wanting to make it clear that the developer cannot impact the parking next to any existing development that he does not own. There was further discussion regarding on-street parking within Ravaudage.

**Motion made by Commissioner Sprinkel to adopt the resolution (approve the development order as presented) because staff is bringing us what they believe is a way that this can begin to move forward; seconded by Mayor Leary.**

**Motion amended by Commissioner Cooper to delete the changes recommended to item 12a and 12b; seconded by Commissioner Weldon.**

Applicant Dan Bellows spoke about items 12a and 12b regarding on-street parking and the roads within Ravaudage that he has already built. He addressed the proposed memory care facility parking lacking seven parking spaces and trying to get this approved and let DRC analyze the value of the project and make the determination if on-street parking spaces would give him credit for the spaces he needs. He asked that this be amended to say 'at the discretion of DRC and only adjacent to fee simple owned property owned by Benjamin Partners'.

Lurline Fletcher, 811 English Court, spoke about action item b and asked why streets were closed off. Staff will speak with Ms. Fletcher on this issue.

Daniel Ansell, 1144 Park Green Place asked that when considering all the aspects of Ravaudage that the Commission tries to keep any eye on a real vision for the future.

The schedule for realigning Bennett Avenue was discussed. Mayor Leary disagreed with counting up to 300 parking spots toward the parking count.

**Upon a roll call on the amendment to remove the changes to item 12a and 12b, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call on the motion to approve, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE RIGHT OF WAY OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway addressed the request to realign Benjamin Avenue further to the west to compensate for the right-of-way features that he constructed on his own property along 17/92. The request would vacate and abandon the eastern 17' to 20' of Benjamin Avenue between Glendon Parkway and Morgan Lane in order to provide additional debt to the buildable lots and compensate for the 20' of wide sidewalk and green space the developer set aside along the 17/92 frontage of the lots. He addressed the private property along the west side of Benjamin that will accommodate part of the on-street parking lane and sidewalk along the western side of the proposed Benjamin Avenue.

Applicant Dan Bellows, Benjamin Partners, 411 West New England Avenue, explained that he set aside 6' of private property which is sodded and maintained by him and signed a document that the county is holding so if they in the future (or FDOT or the City) wants to do something special on 17/92 they can take the 6'. He spoke about the 15' sidewalk he built and setting aside 21' of his property to be pedestrian friendly. He further elaborated on what he is proposing.

Lurline Fletcher, 811 English Court, spoke in opposition to swapping property.

Douglas Loft, Jericho Properties, 1231 Kindel Avenue, spoke in opposition to the changes and asked for assurances to keep the parking as it currently is at his property. Mr. Loft's property was discussed. Planning Director Dori Stone stated the property in front of Mr. Loft's property on Benjamin stays as public right-of-way and he can continue to have his driveway and public access.

Commissioner Cooper commented that with the most recent change to the development order, Glendon Parkway and 17/92 will now be the signalized intersection and that Benjamin Avenue runs into Glendon Parkway and will function more smoothly with wider travel lanes and straight alignment. She spoke about being uncomfortable losing right-of-way width or negatively impacting adjacent property owners.

**Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner Weldon. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

**PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)**

Shawn Shaffer, Winter Park Library, provided copies of their 2016 Annual Report and expressed their appreciation for the support they receive from the City.

Lurline Fletcher, 811 English Court, inquired about the Waste Pro schedule as her community yard waste is not being picked up weekly. Staff will look into this.

Tony Ansell, 1144 Park Green Place, suggested that some of the stained glass in the Morse Museum in storage be displayed in the new library. Her suggestion was welcomed.

**Recess**

A recess was taken from 5:23 – 5:41 p.m.

- c. ORDINANCE NO. 3079-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 301 WEST COMSTOCK AVENUE PURSUANT TO THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

**Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon.** No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.**

- d. Request of David Weekley Homes LLC: Subdivision approval to split the property at 1935 Woodcrest Drive, zoned R-3, into four single family lots.

Planning Manager Jeff Briggs explained the request that came with three conditions. He stated the applicant answered all the questions of the residents to their satisfaction at the Planning and Zoning Board meeting who recommended approval of the request.

Neel Shivcharan, David Weekley Homes stated they will comply with the request from Urban Forestry to save almost all the trees in the front portion of the lots with the exception of one cluster.

**Motion made by Commissioner Cooper to approve the request with the three conditions; seconded by Commissioner Sprinkel.** **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.**

- e. Request of Interplan: Conditional use approval to build a 2,782 Square foot, PDQ restaurant with a drive-thru on the current vacant Seacoast Bank site, zoned C-3, at 925 S. Orlando Avenue on the southwest corner of Minnesota and Orlando Avenue.

Planning Manager Jeff Briggs addressed this item. He stated there are no noise issues with the drive-thru that is located as far away from the intersection as possible because of the traffic in that area. He further spoke about the traffic movement in the area of Minnesota Avenue and condition #4 that the applicant have a traffic engineer study the turning movements to see if anything can be done to help with this. He addressed the P&Z Board discussing the type of sign to go there and that they did not make a decision on that so that portion of request was tabled and will be determined later unless the Commission makes that decision.

Commissioner Cooper stated she is not comfortable putting a drive-thru on the corner of Minnesota and Orlando Avenue because of the existing traffic problems.

Commissioner Seidel expressed his preference to table this until a traffic engineer does an analysis and inform them of the impacts to that intersection, especially with regards to the turn lane.

**Motion made by Commissioner Sprinkel to approve the conditional use request with the existing four conditions, seconded by Commissioner Weldon.**

Chris Blurton, Interplan LLC, 604 Cortland Street, Orlando, representing the applicant, addressed the current drive-thru at the bank that is a person to person drive-thru without a speaker box. He stated they are going back to the P&Z Board with the traffic study and see if they can make any recommendations to improve traffic flow at Minnesota and 17/92 and anything that is recommended they will follow through with staff and make sure they are followed.

Commissioner Cooper asked Mr. Blurton about the monument versus pylon sign. He addressed staff's recommendation of the monument sign and a smaller sign than code allows. He stated he believed the applicant would be willing to provide one of those but not sure they would be willing to apply both signs to the site and would like to work with staff more closely to determine which option to do.

No public comments were made.

Mayor Leary expressed concerns with the traffic at that location and the drive-thru possibly creating a backup.

**Motion made by Commissioner Seidel to table until a professional engineer evaluates the impact to the traffic in the intersection and provide an unbiased review of it); seconded by Commissioner Cooper.**



**Commissioner Cooper withdrew her second to allow for discussion.**

Commissioner Sprinkel spoke about the drive-thru currently there and did not see a major problem there because of current businesses already bringing traffic.

Commissioner Weldon commented that the applicant can open a restaurant without coming to them without a drive-thru and they are being penalized because of the drive-thru request and they are willing to take the risk with having their business there knowing the traffic circumstances. He stated he is not in favor of tabling this and wanted to approve it with the four P&Z conditions. Mayor Leary expressed his struggle with the possible traffic problems on Minnesota.

**Motion made by Commissioner Cooper to table until the applicant brings back to staff and staff is comfortable with a traffic study for this project; seconded by Commissioner Seidel. Upon a roll call vote, Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.**

**Motion made by Commissioner Cooper to deny, seconded by Commissioner Seidel. Motion withdrawn.**

Mr. Blurton stated this is a preliminary site plan that will change depending on what the traffic engineer tells them. After further comments as to what Commissioners want to see in the traffic study, the applicant withdrew his application for consideration at this time to resubmit at a future time after doing the traffic study.

- f. Request of Mr. and Mrs. Seidel and the 1234 Lakeview Trust: Amend a previous lot consolidation approval and use restriction declaration to allow the lakefront portion of the property serving 1251 Lakeview Drive (now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive) to be relocated to the north.

Planning Manager Jeff Briggs explained the request. Commissioner Seidel submitted Form 8, Conflict of Interest and did not vote.

**Motion made by Commissioner Cooper to approve the request; seconded by Commissioner Weldon. No public comments were made. Upon a roll call vote, Mayor Leary and Commissioners Sprinkel, Cooper and Weldon voted yes. The motion carried with a 4-0 vote with Commissioner Seidel abstaining from voting.**

- g. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM

CONTINGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs explained the ordinance that replaces the existing regulations and that the City can always come back later and amend the ordinance after they see what other cities have done.

**Motion made by Commissioner Cooper to accept the ordinance on first reading; seconded by Commissioner Weldon.**

Commissioner Weldon stated he is comfortable allowing medical marijuana as in our existing ordinance which allows dispensaries within our industrial zoning. He noted that he is disappointed in the state for throwing this to the City. He spoke about the dispensaries nearby and that he is not for or against medical marijuana as a political issue but is for what is right for the City.

Commissioner Seidel wanted to wait a year and see what happens elsewhere in the area to determine whether or not they want to change the ordinance. No public comments were made.

**Upon a roll call vote, Mayor Leary and Commissioners Seidel, Cooper and Weldon voted yes. Commissioner Sprinkel voted no. The motion carried with a 4-1 vote.**

**City Commission Reports:**

a. Commissioner Seidel – Spoke about attending a Team Florida meeting in Boca Raton where they are implementing smart transportation because of their population and that the fiber optic network being discussed in the budget seems to be the backbone of what a lot are doing in the smart transportation. He hoped that the public will be active in our budget discussions.

b. Commissioner Sprinkel – No report.

c. Commissioner Cooper – Expressed her interest in the Orange Avenue design guidelines coming forward. She congratulated Lena Peterson on her retirement and congratulated Brenda Moody for replacing Lena. She addressed the Tanglewood/Temple Terrace drainage issues that need a resolution.

d. Commissioner Weldon – He spoke about better communicating with the citizens. He stated there are some things that could be included in the quarterly newsletter that are factual to help educate the public and asked to consider this. He stated he has a list of what may be good for the community to help them better understand what the Commission faces every day as to the constraints they have to live within as to how our government functions and works.

e. Mayor Leary – No report.

The meeting adjourned at 6:32 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Cynthia S. Bonham, MMC

Mr. Randy Knight, City Manager

July 13, 2017

City of Winter Park

401 Park ave South

Winter Park, Fla 32789

Re: Public Right of way infrastructure

Home Acres subdivision/Ravaudage PD

Dear Mr. Knight,

Benjamin Partners, Ltd has been working on the redevelopment of approximately fifty (50) acres of land within the Home acres subdivision for the past Fifteen years. During this time BP has completed over 180 closings of assemblage, entitled the project, set aside approximately three (3) acres of land for a master phase one storm system that never existed in the subdivision for the retention, treatment and discharge of both **public** and **private** storm water runoff. Another five (5) acres is being set aside for the phase two master storm system. BP was unable to get the support for the Ravaudage interlocal agreement that went hand in hand with the Ravaduage approved CDD therefore the CDD was terminated.

The city commission later approved and authorized the public works department to utilize development impact fee's from building permits within Ravaudage to be used towards the installation of an up graded potable water system and the new in some cases and up graded in other cases sanitary system within the public right of way. Both potable and sanitary upgrades and installation continue today.

To date BP has spent \$3,300,000.00 on the public right of way improvements to Lewis Drive, the new Morgan Lane, the corner fountain and Master storm water system within the home acres subdivision, excluding land cost.

It is my opinion that BP was a team player in assisting the city of Winter Park to modify the electric territorial agreement with Florida power so that Winter Park could serve all of Ravaduage. There are some tweaks to the service limits still being worked on today to the benefit of Winter Park.

What was once a possibility is now a reality with the development currently taking place within Ravuadage:

Ale House - \$4,500,000.

The Gardens at Ravaudage - \$6,500,000.

Broadstone Apartments (268 units) - \$56,000,000.

Coming next:

Bainbridge apartment (278 units) - \$48,000,000.

Mixed use Self Storage - \$8,000,000.

Watercrest Memory care/ALF - \$12,000,000.

There are more exciting projects in development.

## **The Ask**

When Winter Park annexed thirty seven acres of new land thirteen prior acres back into the city limits from Orange County it received several existing public roadways: Bennett ave, Lewis Drive and Glendon Parkway. It is my position that the city voluntarily annexed these public roadways within the Home acres subdivision and that the city as they do elsewhere when they annex public roadways should maintain said public roadways to the Winter Park minimum standard.

**Bennett ave:** Travel Lanes are in good condition for the most part. Does the city want sidewalks or Storm Water along any part of Bennett ave? Benjamin Partners, Ltd is prepared to pay for new on Street parking on the East side of Bennett

abutting the Bainbridge and Watercrest projects if BP gets credit for the on street parking. I would think this is a good benefit for the city. BP is asking the city to pay 100% the cost of any storm system installed along Bennett ave and where BP is receiving the flow into its private pond for treatment. **Still pricing at this time.**

**Lewis Drive:** Between Glendon Parkway and Monroe ave has some issues to include drainage and the fact that public works wants to install a new potable water system and Sanitary line within this right of way so they can divert the sanitary flow West of Hwy 17/92 instead of the current Eastern flow. BP is asking the city to pay 100 % of any restoration of the travel lanes and decide if they want to upgrade the storm system at that time. Currently the storm water goes untreated into Gem Lake/Park Lake/Lake Maitland. BP is requesting the city pay 100% of any storm upgrades along Lewis Drive if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Still pricing at this time.**

**Glendon Parkway:** The city acquired this roadway in a unacceptable state from the County. This is a main public roadway from Hwy 17/92 to Bennett ave that serves the Parkgreen homeowners, the Winter Park housing authority and the Monroe ave Nursing home all in Winter Park. Public works is installing a upgraded potable water and sanitary system along Glendon Parkway from Hwy 17/92 to just short of Bennett ave. The existing roadway material does not meet the current city minimum standard. BP is requesting that the City pay the cost of 100% of the installation of the correct travel lane material after the installation of the potable water and sanitary is complete. I believe the city should pay 100% of the cost of any storm water to be added along Glendon Parkway if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting that the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Total cost: \$848,000.00 Roadway, stormwater, sidewalks.** Less the cost of on street parking and 6' of sidewalk.

**Loren ave Ext:** BP is asking the city to pay 50% of the cost for this project. Based on Back of Sidewalk to back of sidewalk. This road is replacing a lessor quality roadway and upgrading the stormwater run off collection for this area of roadway. **Total cost: \$231,000.00 Split 50/50**

**Bennett ave realignment:** BP is asking the city to pay 100% of this project based on back of sidewalk to back of sidewalk. Note that BP is giving up 100% fee simple ownership of the existing private realignment land area and unlike the Loren ave ext, not getting a equal parcel in return. **Pending final city approval before pricing.**

**Monroe Ave:** BP believes the city should restore any part of the Maitland R/W disturbed by the public works sanitary project to the new lift station.

**Street Lighting:** I am to understand the city agrees to install the minimum standard lighting along the public roadways at no cost to the abutting property owners. If a decorative lighting program is desired the city has a decorative lighting program which BP understands this program and process.

Respectfully submitted,

Daniel B. Bellows



# MEMORANDUM

**FROM:** TROY ATTAWAY  
**DATE:** June 27, 2017  
**SUBJECT:** Ravaudage Road Reimbursement Strategy

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this memo is to outline a methodology to assess potential reimbursement.

## Background:

The Ravaudage area was originally platted as single family residential except with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There was no curb, sidewalk and limited drainage inlets provided, however there are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/installed improvements.

## Basis/Assumptions:

- The existing internal roads should be removed completely due to questionable construction methods.
- Roads will serve commercial/office/multifamily land uses
- Minimum roadway width is 22' asphalt
- All roads to have curb/gutter on both sides
- All roads will need drainage including inlets and pipes. Design assumption is 18" pipe continuous with 2 inlets every 500'.
- Continuous sidewalk, 6' wide, is to be provided on both sides
- City will contribute towards the cost of treating the storm water runoff generated from the city's right-of-way
- City Roads eligible for this are: Benjamin Avenue, Kindle from Benjamin to 17-92, Glendon Parkway, Lewis Avenue and Loren north of Glendon

City will reimburse the developer for 50% of the reasonable sub-contractor costs as outlined below:



Remove/dispose existing road	\$6/SY	\$13.30/centerline foot (CLF)
Subgrade/base install	\$20/SY	\$49.00/CLF
Curbing	\$12/LF	\$24.00/CLF
Drainage pipe & inlets		\$50.00/CLF
Asphalt	\$10/SY	\$24.40/CLF
Sidewalk	\$3/SF	\$36.00/CLF
Striping/misc.	10% of subtotal	
Total generalized cost		\$216.00/CLF
City contribution (50% of total)		\$108.00/CLF
Contribution for stormwater treatment		\$29.00/CLF
Total City contribution		\$137.00/CLF

In summary, for every 1000' of roadway constructed to assumptions above, City will contribute \$137,000.

Bennett Avenue is a different scenario and can be addressed once the extent of work is known but will follow similar approach of 50% of subcontractor costs along with stormwater treatment contribution for portion of roadway treated.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>SEIDER, GREGORY STEPHEN</b>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>WINTER PARK</b>	
MAILING ADDRESS <b>1250 RICHMOND RD</b>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <b>WINTER PARK</b>	COUNTY <b>ORANGE</b>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <b>7/24/17</b>		NAME OF POLITICAL SUBDIVISION: <b>WINTER PARK</b>	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, GREGORY S. SEIOER, hereby disclose that on JULY 24, 20 17:

(a) A measure came or will come before my agency which (check one)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

11 f

7/24/17  
Date Filed

[Signature]  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.





# city commission agenda item

item type	Consent Agenda	meeting date	August 14, 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.	Layne Inliner, LLC	PR162358 – Sewer Line Rehabilitation	Total expenditure included in approved in FY17 budget. Amount: \$119,750	Commission approve PR162358 to Layne Inliner, LLC and authorize the Mayor to execute piggyback of Town of Longboat Key contract #RFP12-011.
Town of Longboat Key, FL issued a formal solicitation to award this contract.				
2.	South Seminole and North Orange County Wastewater Transmission Authority	Change Order to BPO158835 – Interlocal Agreement for Operational Maintenance	Total expenditure included in approved FY17 budget. Amount: Increase by \$79,114.08	Commission approve increase of BPO158835 to South Seminole and North Orange County Wastewater Transmission Authority.

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

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
3.	Dix.Hite + Partners, Inc.	RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services	Total expenditure included in approved in FY17 budget. Amount: As Needed Basis	Commission approve contract with Dix.Hite + Partners, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
4.	S&ME, Inc.	RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services	Total expenditure included in approved in FY17 budget. Amount: As Needed Basis	Commission approve contract with S&ME, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
5.	Kimley-Horn & Associates, Inc.	RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services	Total expenditure included in approved in FY17 budget. Amount: As Needed Basis	Commission approve contract with Kimley-Horn & Associates, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
6.	CBRE, Inc.	RFP-10-2016 – Commercial Broker Service Amendment No. 1	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve Amendment No. 1 with CBRE, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

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

### Piggyback Contracts

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
7.	FieldTurf USA, Inc.	Piggyback Contract: R162203 – Sports Surfaces, Installation & Related Materials	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve Piggyback Contract with FieldTurf USA, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued by The Cooperative Purchasing Network to award this contract.				
8.	Hubbard Construction Co.	Piggyback Contract: Y16-1066 – Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials Amendment No. 1	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve Piggyback Contract with Hubbard Construction Co., and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

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

### Formal Solicitations

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
9.	Abbott Communications Group	RFP-24-2017 – Printing and Mailing Services	Total expenditure included in approved in FY17 budget. Amount: As-Needed Basis	Commission approve contract with Abbott Communications Group and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
10.	MLI Marketing Solutions	RFP-24-2017 – Printing and Mailing Services	Total expenditure included in approved in FY17 budget. Amount: As-Needed Basis	Commission approve contract with MLI Marketing Services and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
11.	Scarborough Contracting Company	IFB-18-2017 – Lake Sylvan Stormwater Outfall Water Quality Structure	Total expenditure included in approved FY17 budget. Amount: \$192,923.75	Commission approve contract with Scarborough Contracting Company and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
12.	Scarborough Contracting Company	IFB-19-2017 – Lee Road Stormwater Outfall Water Quality Structure	Total expenditure included in approved FY17 budget. Amount: \$186,932.40	Commission approve contract with Scarborough Contracting Company and authorize the Mayor to execute contract.
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	August 14, 2017	
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/> City Manager	
department	Administration		<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 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

Acquisition of park land along the Howell Creek Basin

## motion | recommendation

Approve the acquisition of 55.57 acres of property along the Howell Creek Basin north of Howell Branch Road

## background

For many years the acquisition of the wetland properties along the Howell Creek Basin has been on the city's list of legislative priorities and the subject of strategic planning discussions. During the 2016 Legislative session with the help of Senate President Andy Gardiner and the city's lobbyist we secured a grant to assist in that purchase.

In total there are 55.57 (including 7.71 submerged) acres amongst seven separate parcels that are part of the purchase. Some of the properties are owned by JBC Land, LLC and some are owned 2/3rds by JBC Land, LLC and 1/3<sup>rd</sup> by E. G. Banks. Once acquired the city would control almost all of the land along Howell Creek from Howell Branch Road up to Lake Waumpi.

The purchase is a package deal for all of the properties. Two of the properties are in the Maitland city limits (12.23 acres). One of the two (8.85 acres) is contiguous to current city parkland and the other is not. The agreed upon purchase price is \$290,000 plus commissions bringing the total to \$304,500. The properties were appraised at \$166,000. The grant will cover approximately 50% of the total cost.

Staff proposes that the remainder be paid from the Parks Impact Fee Fund which currently has a balance of approximately \$1,234,000.

It is staff's plan to work with the City of Maitland on a joint planning agreement to transfer the one piece of property that is in their city limits and adjacent to our park into our city limits and to transfer the ownership of the other parcel to Maitland.

Attached is a map showing the properties, copies of the purchase contracts with the two sellers and a copy of the appraisal.

The grant from the State will also cover the cost of removing the invasive plants and trees from the acquired properties, the replanting of native materials and the cost of other improvements such as nature trails. That will be part of a second grant agreement but all under the funding already approved in the state budget. We have at least \$525,000 for those improvement with a potential for more depending on timing of the work.

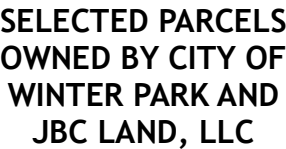
### **alternatives | other considerations**

Do not purchase the property and let the grant expire.

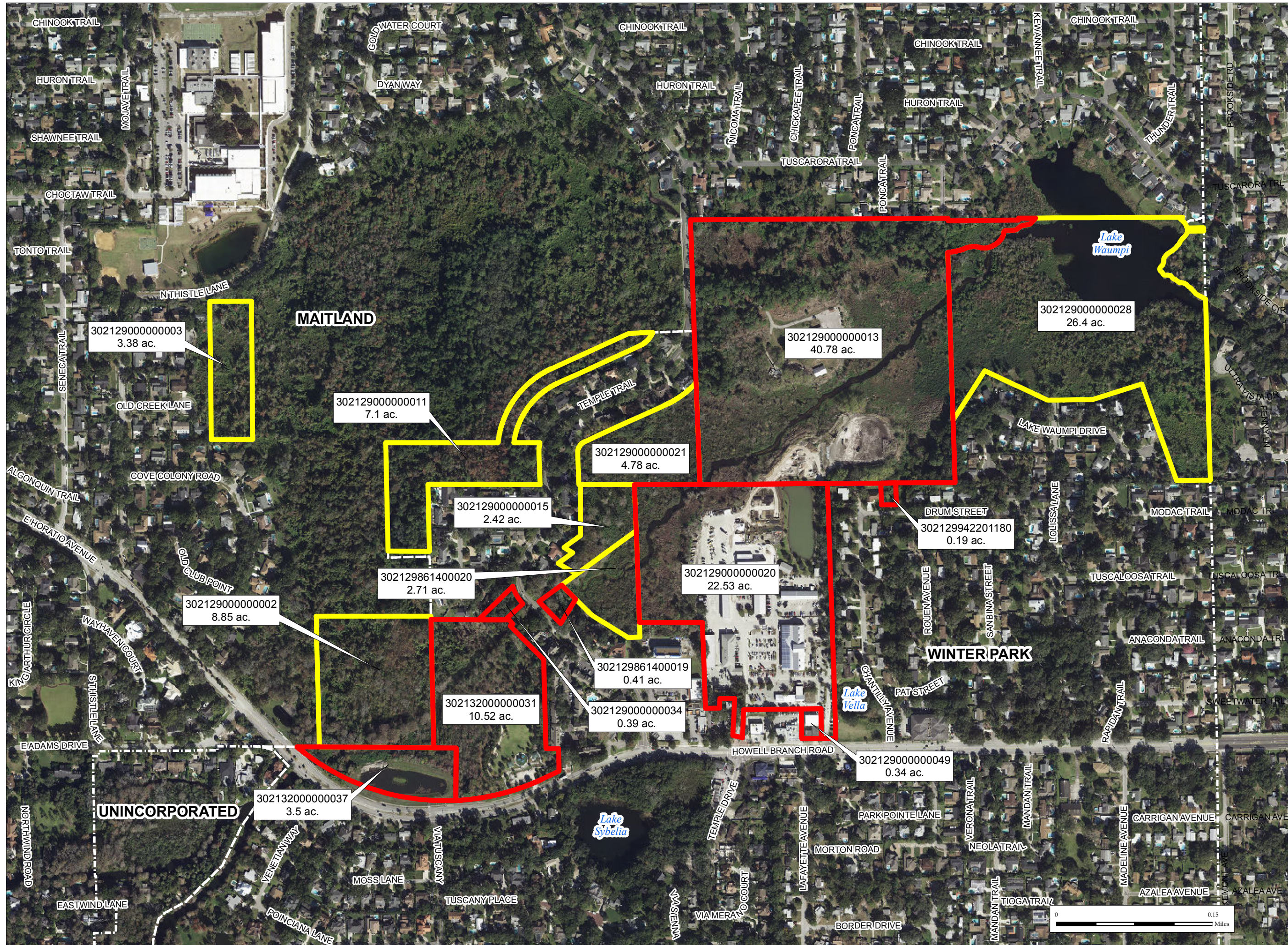
### **fiscal impact**

The purchase would split approximately 50/50 between the grant and city parks acquisition funds. The improvements would be 100% grant funds.





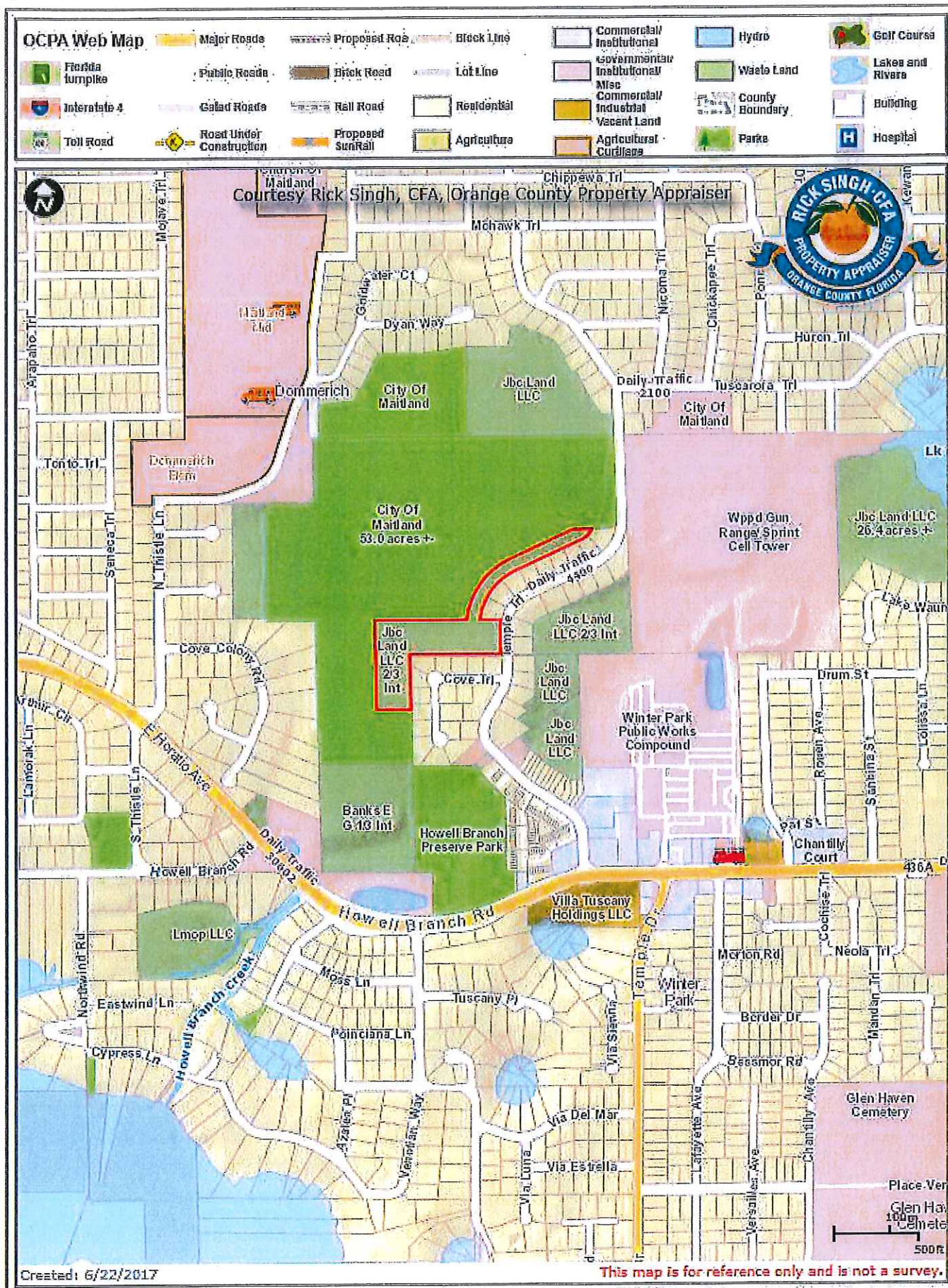
- City Owned Parcels
- JMB LLC Owned Parcels







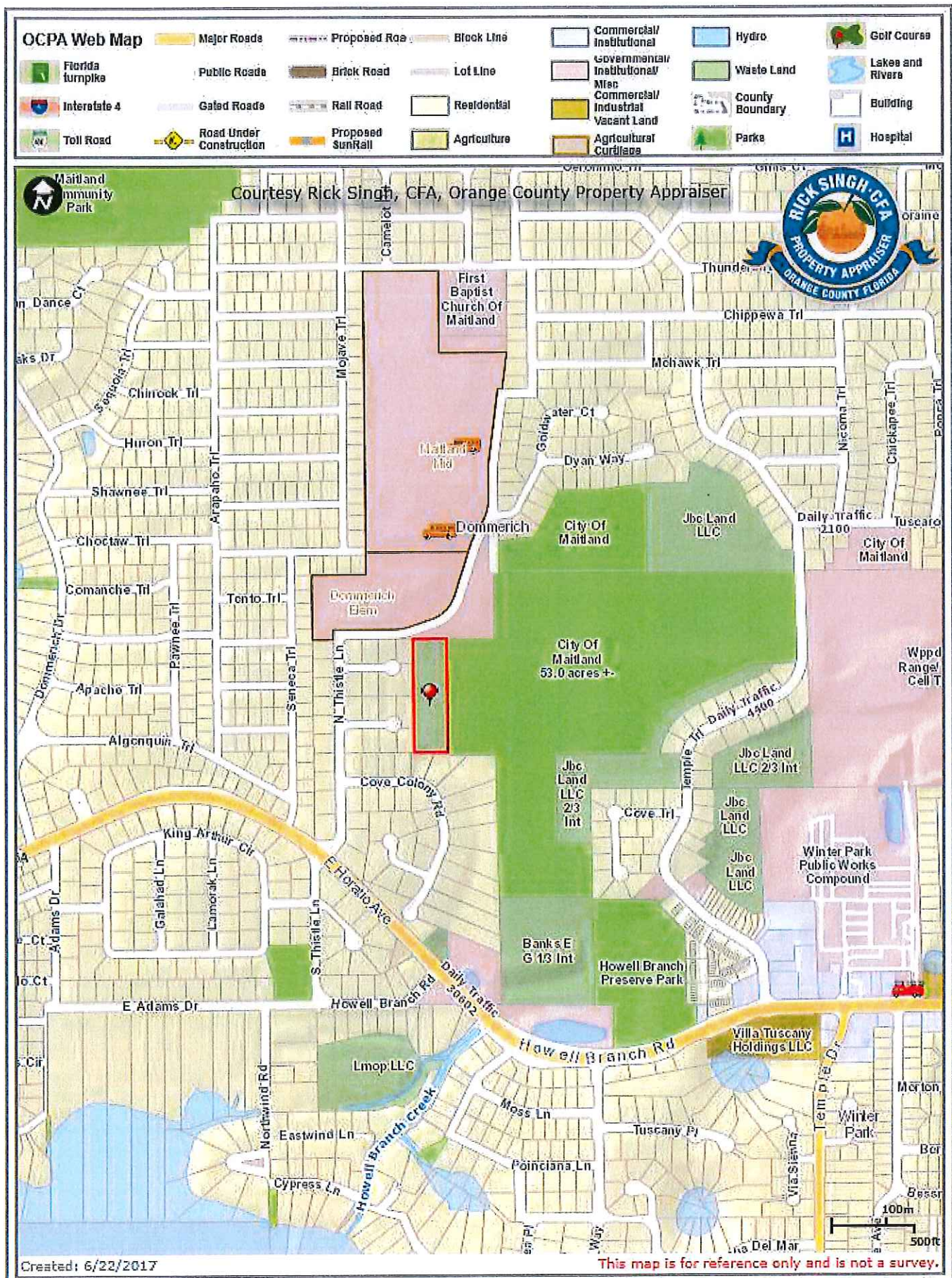














## AGREEMENT FOR ACQUISITION OF PROPERTY

THIS AGREEMENT FOR ACQUISITION OF PROPERTY (herein called this "Agreement"), is made this 27<sup>th</sup> day of JUNE, 2017, by and between E. G. BANKS, whose mailing address 1525 Mayflower Court, Winter Park, FL 32792 (herein referred to as "SELLER"), and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 ("CITY").

WHEREAS, SELLER represents that it is the fee simple owner of 1/3<sup>rd</sup> divided interest in that certain real property in Orange County, Florida having Orange County Tax Parcel Identification #29-21-30-0000-00-021 (4.78 +/- Acres), 29-21-30-0000-00-011 (7.09 +/- Acres), 29-21-30-0000-00-002 (8.85 +/- Acres) and 29-21-30-0000-00-003 (3.38 +/- Acres), and described in composite **Exhibit "A"** attached hereto (herein the "Property"); and

WHEREAS, the CITY desires to acquire fee simple ownership of the Property owned by SELLER; and

WHEREAS, the SELLER desires to convey fee simple ownership of the Property to CITY pursuant to the terms and conditions of this Agreement; and

For and in consideration of the provisions set forth in this Agreement, the parties agree as follows:

### **I. AGREEMENT TO SELL AND PURCHASE; CONSIDERATION; CLOSING DATE:**

A. Agreement to Sell and Convey. SELLER hereby agrees to convey to CITY in fee simple and CITY hereby agrees to accept conveyance from SELLER, subject to the terms, conditions and provisions hereinafter set forth, the Property lying and being situated in the Orange County, State of Florida.

B. Deposit. Within three (3) business days of the Effective Date, the CITY will make an earnest money deposit of One Thousand Dollars and 00/100 (\$1,000.00) (the "Deposit") to be held in escrow by the closing agent, Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP ("Fishback Law Firm"). The Deposit paid in accordance with the foregoing sentence shall be credited toward the Purchase Price (as defined below). The Deposit shall be returned to the CITY if the closing of the sale of the Property is not completed under this Agreement because of SELLER's failure, refusal or inability to perform any of SELLER's obligations under this Agreement, or the closing of the transaction is not consummated due to one or more contingencies not being met.

C. Consideration to SELLER for Conveyance. In consideration for SELLER's conveyance of the Property, the CITY will at closing, pay the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (the "Purchase Price") less pro-rations and expenses to be borne by the SELLER, if any.

D. Closing. On or before the ninetieth (90<sup>th</sup>) day after the execution of this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur at the offices of the closing agent, Fishback Law Firm or at the CITY's City Hall at 401 South Park Avenue, Winter Park, Florida 32789, whichever the CITY may choose.

E. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

## **II. TITLE COMMITMENT, CONVEYANCE & INSURANCE:**

A. Title Commitment. CITY, at CITY's expense, may obtain, by or through the Fishback Law Firm as Title Agent within thirty (30) days from the date of this Agreement, an A.L.T.A. Form B (Florida) title commitment for title insurance (the "Commitment"). The Property shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in CITY's sole judgment, interfere with the CITY's intended use as hereinafter defined, of the Property (the "Permitted Exceptions"). In the event the Commitment shows any exceptions to title, exclusive of the Permitted Exceptions, that are unacceptable to the CITY, the CITY shall notify SELLER of any objections in writing within fifteen (15) days of CITY's City Manager's receipt of the Commitment specifying the defects which exist with respect to the title to the Property, and SELLER shall have a period of five (5) days after receipt of such written notice within which (i) elect to cure any defects in title to the satisfaction of CITY or (ii) notify CITY that it elects not to cure any defects. If SELLER elects by written notice to cure the defects in title, SELLER shall have thirty (30) days to cure such defects, at its expense. Upon SELLER's election not to cure or failure to cure defects in title within the time limit aforesaid, the CITY may, at its option, either (i) terminate this Agreement and receive a refund of the Deposit and upon such termination all rights and liabilities arising hereunder shall terminate; or (ii) waive all conditions in this subsection II. A. and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such defect or defects had been found, provided however, that exceptions may be made to the title insurance policy for such uncured defects. The closing date shall be extended as necessary to effectuate the intent of this section. CITY's obligation to close with SELLER under this Agreement is contingent upon CITY acquiring marketable fee simple title of the Property from the current owner of the Property.

B. Title. The Property shall be conveyed by SELLER by Warranty Deed(s) and shall be free and clear of all liens, easements, restrictions and encumbrances except taxes and special assessments, if any, for the year of closing and subsequent years, and the Permitted Exceptions. Due to various funding sources that the CITY may use to pay the Purchase Price and the CITY's portion of the Closing costs and the varying restrictions that may be imposed upon the CITY for use of such funding sources, the CITY may require the SELLER to execute multiple Warranty Deeds in order to convey the multiple parcels of land constituting the Property separately. SELLER shall cause the securing of all necessary pay off or estoppel letters from parties holding mortgage liens or any other liens on the Property, if any, and have such delivered to Fishback



Law Firm at least fifteen (15) days prior to the intended Closing date. Possession shall be given as of the date of Closing and a proration made as of the date of Closing on the following items: real estate taxes and special assessments provided the CITY shall have no obligation for real estate taxes. SELLER shall be responsible for payment of all ad valorem taxes through the date of conveyance, including past due taxes and pro-rations of ad valorem taxes from January 1, 2017 through the date of closing. Pro-rated ad valorem taxes and assessments will be withheld from the closing proceeds and paid to the tax collector. CITY is exempt from paying ad valorem taxes; in no event shall the CITY be responsible for paying ad valorem taxes relating to or arising from this transaction. At or subsequent to closing, SELLER will, without additional consideration, sign, acknowledge, and deliver a further assurances agreement and any other documents and take any other action necessary or appropriate, and reasonably requested by the CITY or the Closing Agent, to carry out the intent and purpose of this Agreement, including for the issuance of title insurance. CITY shall have the right to have a licensed surveyor prepare sketch and legal descriptions for the Property and have such used for the deed(s) conveying the Property from SELLER to CITY.

C. Title Insurance. Owner's title insurance policy to be issued pursuant to the Commitment is to be purchased and issued to CITY at CITY's expense after closing and this section II. C. shall survive Closing. The title insurance policy will be issued at a value based on the Purchase Price, or such amount as may be determined by the CITY's City Manager and agreed to by the title insurance company.

**III. CLOSING COSTS:** SELLER shall pay for the cost of recording any corrective instruments, SELLER's attorney's fees, costs for clearing encumbrances and curing title defects and costs for satisfying mortgages and liens on the Property conveyed. CITY shall pay documentary stamp tax on the deed and all costs associated with the title commitment and the title insurance policy, recording costs associated with the warranty deed and other conveyance instruments, and closing document preparation. Additionally, the CITY shall pay \$3,750.00 (5% of the Purchase Price) for the SELLER's real estate broker's fee relating to his/her services in this real estate transaction. The SELLER's real estate broker is Linda S. Dodge.

**IV. SELLER'S WARRANTIES:**

A. SELLER represents that SELLER does not know of any facts that materially affect the value of the Property, other than those that CITY can readily observe or that are known by or have been disclosed to CITY, including but not limited, to concerning: (i) petroleum, hazardous waste and other environmental contamination, or (ii) unrecorded judgments, liens or encumbrances.

B. SELLER warrants that SELLER is in sole constructive or actual possession of the Property and SELLER has no actual knowledge of another person having any right to possession of the Property, or asserts any claim of title or other interests in it. SELLER warrants that SELLER has full power and authority to enter into this Agreement and to convey title to the

Property in accordance with this Agreement. SELLER warrants that the if the Property is the homestead of SELLER and if SELLER is married, that SELLER shall cause SELLER's spouse to execute the Warranty Deed and other conveyance instruments at Closing. SELLER shall give exclusive possession of the Property to the CITY at Closing.

C. SELLER has no actual knowledge of any outstanding contracts for the sale of the Property to any person or persons whomsoever except for the CITY, nor any unrecorded deed, mortgage, lease or other conveyances affecting the title to the Property. SELLER has not executed and will not execute any instruments that would adversely affect the title to the Property or the lien of any mortgage.

D. SELLER has no actual knowledge of any assessments that are now liens on the Property as shown in the Official Records. SELLER has no actual knowledge of any judgments, claims, disputes, demands or other matters pending against SELLER that could attach to the Property or affect title to the Property or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the SELLER unable to consummate this transaction.

E. SELLER warrants that there have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

F. SELLER warrants that the undersigned person(s) signing for SELLER has full authority to bind SELLER to this Agreement and to convey the Property to the CITY.

G. It is a closing condition that representations and warranties of the SELLER contained in this Agreement will be true on and as of the Closing date with the same effect as though those representations and warranties have been made on and as of that date. SELLER shall execute an affidavit at closing agreeing that the warranties herein are true on and as of the closing date and that such warranties survive closing.

H. If, before the conveyance to CITY, SELLER discovers any information or facts that would materially change the foregoing warranties and representations, SELLER shall immediately give notice to CITY of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the required Closing date, CITY may elect to terminate this Agreement and receive a refund of the Deposit and thereby be released from any and all obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the CITY shall have all remedies available at law or equity if SELLER breaches the warranties provided in this Section IV.

**V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby. Typewritten or handwritten provisions inserted herein or



attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith.

**VI. BENEFICIAL INTEREST DISCLOSURE:** In the event the property subject to this Agreement is held by an entity or form of ownership as set forth in Florida Statute 286.23, SELLER agrees to fully comply with said statutory disclosure of beneficial interest requirements and such disclosures shall be made by affidavit under oath, subject to the penalties prescribed for perjury.

**VII. NOTICE:** Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered through United States mail, postage prepaid, certified, return receipt requested, or (ii) delivered through Federal Express, UPS, Express Mail, or other expedited mail or package service, addressed to the parties at the address shown below. Any notice or demand that may be given hereunder shall be deemed complete (i) upon deposition of such notice or demand in the United States mail with property postage affixed thereto, certified, return receipt requested, or (ii) upon depositing any such notice or demand with Federal Express, UPS, or other expedited mail with package delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. All notices shall be sent to SELLER and the CITY at the following addresses:

CITY: Randy Knight, City Manager  
City of Winter Park  
401 South Park Avenue  
Winter Park, Florida 32789

With a copy to: Daniel W. Langley  
Fishback Dominick  
1947 Lee Road  
Winter Park, Florida 32789

SELLER: E.G. Banks  
1525 Mayflower Court  
Winter Park, FL 32792

**VIII. ESCROW / CLOSING AGENT:** SELLER and CITY agree that Fishback Law Firm shall serve as counsel to CITY, the Escrow Agent, Title Agent and Closing Agent, and in the event of any dispute, conflict or lawsuit, either between SELLER, CITY or Fishback Law Firm or any combination thereof, SELLER agrees that the Fishback Law Firm may serve as Escrow Agent, Title Agent, Closing Agent and attorneys for CITY in this transaction and in any dispute concerning or arising from this Agreement. Further, in the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, Fishback Law Firm may interplead the disputed funds or documents with the Clerk of the Circuit Court. SELLER and CITY shall each pay Fishback Law Firm attorneys'

fees and costs related to any dispute, conflict and litigation relating to this Agreement, or the transaction, or obligations or rights provided in this Agreement. Further, CITY and SELLER each indemnify and hold harmless Fishback Law Firm from all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters caused by Fishback Law Firm excluding gross negligence of Fishback Law Firm. Monies held by Fishback Law Firm under this Agreement, if any, shall be placed in a non-interest bearing account.

**IX. DEFAULT.** If the CITY fails to perform any of the terms or covenants of this Agreement, SELLER shall, as SELLER's sole remedy, have the right to receive the Deposit amount and terminate this Agreement. Except for the Deposit amount as stated above, SELLER waives all claims for monetary damages and equitable relief against the CITY in the event of breach or default under this Agreement by the CITY. If SELLER fails to perform any of the terms or covenants of this Agreement, CITY shall (i) have the right to terminate this Agreement and receive a refund of the Deposit and thereby be released from any and all obligations under this Agreement, or (ii) seek specific performance of this Agreement or other remedies afforded by law against SELLER. The prevailing party in any lawsuit filed concerning this Agreement shall be entitled to reimbursement of attorneys' fees and litigation costs incurred in such lawsuit against the non-prevailing party.

**X. MISCELLANEOUS:** Time is of the essence in this Agreement. CITY shall have the right to terminate this Agreement for any reason at any time prior to the conveyance of the Property without cost, penalty or further obligation. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, trustees, successors and assigns of the respective parties. All of the terms and conditions stated herein shall be construed under the laws of the State of Florida. Venue for any lawsuits filed in State Court relating to this Agreement shall be in Orange County, Florida, and for federal lawsuits, the venue shall be in the Federal District Court for the Middle District of Florida. In the event any date or time period in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the State of Florida, the date or time period shall be extended to the next business day. This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signature shall be deemed originals.

**XI. EFFECTIVE DATE/COMMISSION APPROVAL CONTINGENCY.** This Agreement is contingent upon and shall not become effective unless and until it is approved by the City of Winter Park City Commission at a public meeting. Thus, even if the CITY's City Manager executes this Agreement, this Agreement is not and shall not be effective and binding upon the CITY unless and until the City Commission approves this Agreement. The "Effective Date" of this Agreement shall be the date when the last of the following occurs: (i) SELLER and CITY execute this Agreement; and (ii) Winter Park City Commission approves this Agreement at a public meeting.

**XII. JBC LAND LLC TRANSFER CONTINGENCY.** The CITY is or has entered into a similar purchase and sale agreement to purchase JBC Land, LLC's 2/3rd interest in the Property.



In the event that JBC Land, LLC does not execute a purchase and sale agreement with the CITY for its interest in the Property or convey its interest in the Property to the CITY prior to the Closing date hereunder, the CITY shall have the right to terminate this Agreement upon written notice to SELLER and thereafter, CITY shall be released from all obligations hereunder and the Deposit shall be returned to the CITY.

IN WITNESS WHEREOF, the SELLER and the CITY have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in  
the presence of:

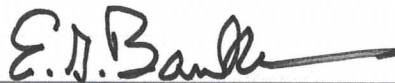
“CITY”

**CITY OF WINTER PARK, a  
Florida municipal corporation**

  
\_\_\_\_\_  
Randy Knight, City Manager

Date: 6-27-17

“SELLER”

  
\_\_\_\_\_  
E.G. Banks

Date: 6-27-17

Winter Park City Commission approved on:

\_\_\_\_\_

s:\aka\clients\winter park\jbc land llc. purchase from w600-26067\agreement for acquisition of property with eb banks 06-27-2017.docx



**AN APPRAISAL REPORT OF**

FIVE WETLANDS PARCELS LOCATED OFF TEMPLE TRAIL  
NORTH OF HOWELL BRANCH ROAD, ALONG HOWELL  
CREEK AND LAKE WAUMPI IN WINTER PARK AND  
MAITLAND, ORANGE COUNTY, FLORIDA 32789/32751

**PREPARED FOR**

CITY OF WINTER PARK  
401 PARK AVENUE SOUTH  
WINTER PARK, FLORIDA 32789

**ATTN: MR. PETER MOORE, MANAGER, BUDGET/PERF.  
MEASUREMENT  
CITY OF WINTER PARK**

**CLIENT FILE: HOWELL BRANCH WETLANDS**

**DATE OF VALUATION**

JULY 11, 2017

**DATE OF REPORT**

JULY 14, 2017

**PREPARED BY  
MERIDIAN APPRAISAL GROUP, INC.**

ANGELA L. BROWN, MAI, VICE PRESIDENT  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 805

FRANK W. SCHIEBER, MAI, CCIM, SENIOR APPRAISER  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 124



1331 SUNDIAL POINT  
WINTER SPRINGS, FL 32708  
TEL 407.875.6933  
FAX 407.875.1061

July 14, 2017

Mr. Peter Moore, Manager, Budget/Perf. Measurement  
City of Winter Park  
401 Park Avenue South  
Winter Park, Florida 32789

**Re: An appraisal report of five wetlands parcels located in the cities of Winter Park and Maitland, Orange County, Florida 32789/32751.**

**Meridian File No: 17-PTP**  
**Client File: Howell Branch Wetlands**

Dear Mr. Moore:

This appraisal report is intended to set forth our valuation conclusion pertaining to five wetlands parcels located off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi in the cities of Winter Park and Maitland in Orange County, Florida. The site addresses of Parcels 1, 2 and 3 per tax roll are 2994 Temple Trail, 2895/2941 Temple Trail and 2981 Lolissa Lane, Winter Park, Florida 32789. Parcels 4 and 5 have no apparent legal access, hence no street addresses, in Maitland, Florida 32751.

The five, non-contiguous parcels comprising the subject property contain 54.8 gross acres, consisting of 47.5 of wetlands plus 7.3 acres of submerged lake bottom and creek bottom. Parcel 1 contains 7.1 acres of wetlands. It extends west from Temple Trail and then wraps along the rear of a couple dozen single family homes as a wooded conservation area. Parcel 2 contains 9.9 acres of wetlands and has legal access via a 10' strip extending east from Temple Trail. It also wraps behind a couple dozen single family homes, but also includes shrubbed areas on both sides of Howell Creek. Parcel 3 contains 25.5 acres, of which 18.2 acres are wetlands and 7.3 acres are submerged lake or creek bottom. This parcel is situated north of the Dommerich Forest subdivision south of Howell Creek and includes much of Lake Waumpi. Its legal access is via the stubbed end of Lolissa Lane. Parcel 4 contains 3.4 acres of wetlands. It is located just south of N. Thistle Lane but has no apparent legal access. This parcel is a wooded conservation area behind several single family homes in the Cove Colony subdivision. Parcel 5 contains 8.9 acres of wetlands. It likewise has no apparent legal access and is located just north of Howell Branch Road behind a City of Winter Park retention pond. Howell Creek runs through the southeasterly portion of this wooded wetland. The five parcels comprising the subject property are several feet below road grade, in the flood plain and are designated as likely wetlands by the USFWS National Wetlands Inventory map.

The purpose of this appraisal is to derive the "As Is" fee simple Market Value of the subject property as of July 11, 2017 our most recent date of inspection of the subject property. The date of this report is July 14, 2017.

The intended use of this appraisal is to provide "As Is" fee simple Market Value as an aid to the client's decision making process regarding the potential acquisition of these parcels. The intended user of this report is the Board of City Commissioners of the City of Winter Park to the attention of Mr. Peter Moore. No other use or users are intended.

The property is further described by both legal and narrative descriptions within the text of the following appraisal report. General Assumptions, Limiting Conditions and certain Extraordinary Assumptions concerning the valuation of the subject project can be found following this section of the report. This appraisal report was prepared under Standards Rule 2-2(a) and performed under Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

As a result of our investigations into those matters, which affect Market Value, and by virtue of our experience and training, we have concluded that opinion that the "As Is" fee simple Market Value of the subject property as of July 11, 2017 was:

**"AS IS" FEE SIMPLE MARKET VALUE  
ONE HUNDRED SIXTY-SIX THOUSAND DOLLARS  
(\$166,000) \***

**\* Please see Extraordinary Assumptions and Limiting Conditions.**

The following report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) that became effective January 1, 2016. This report meets or exceeds the guidelines of Federal, Financial Institutions Reform, Recovery and Enforcement Act of 1989 (Title XI of FIRREA) and subsequent updates, as amended, as issued by the Office of the Comptroller of Currency.

This letter of transmittal precedes the appraisal report, further describing the subject property and containing the reasoning and pertinent data leading to the final value estimates.

Respectfully submitted,  
**Meridian Appraisal Group, Inc.**

Angela L. Brown, MAI, Vice President  
State-Certified General Real Estate Appraiser, RZ 805

Frank W. Schieber, MAI, CCIM, Senior Appraiser  
State-Certified General Real Estate Appraiser, RZ 124

ALB:FWS:dmh

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ADDENDA  
APPRAISERS' QUALIFICATIONS  
LEGAL DESCRIPTION

## CERTIFICATION

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The undersigned appraisers hereby certify that to the best of their knowledge and belief:

- the statements of fact contained in this appraisal report (upon which the analyses, opinion and conclusions expressed herein are based) are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and any special assumptions if any, set forth and are the personal, impartial and unbiased professional analyses, opinions and conclusions of the appraisers.
- the appraisers have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- the appraisers have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- the appraisers' engagement in this assignment was not contingent upon developing or reporting predetermined results.
- the appraisers' compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions and conclusions were developed and this appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- the reported analyses, opinions and conclusions were developed and this appraisal report has been prepared in conformity with the requirements of (and the use of this report is subject to) all regulations issued by the appropriate regulatory entities regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA), and the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- we do not authorize the out-of-context quoting from or partial reprinting of this appraisal report; and neither all nor part of this appraisal report shall be disseminated to the general public by the use of any public communications media without the prior written consent of the undersigned appraisers.
- use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Angela L. Brown, MAI, Vice President certifies that she has personally inspected the subject property from adjoining roads and aerials. Frank W. Schieber, MAI, CCIM, Senior Appraiser certifies that he has personally inspected the subject property and aerials of all the comparables but generally inaccessible wetland sales used in this appraisal report. No one provided significant real property appraisal assistance to the person(s) signing the certification. The appraiser's state certifications have not been revoked, restricted, suspended or cancelled.
- the appraisal was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- the Appraisal Institute conducts a mandatory program of continuing education for designated members. As of the date of this report, Angela L. Brown, MAI and Frank Schieber, MAI, CCIM had completed the continuing education program of the Appraisal Institute.
- Angela L. Brown, MAI, Vice President and Frank W. Schieber, MAI, CCIM, Senior Appraiser certify that they have previously appraised Parcels 1, 2 and 3 for the City of Winter Park; however, they have not performed any other real estate related services involving the subject property in the three years preceding engagement for this assignment.



## **CERTIFICATION (CONT'D)**

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### **Property Location**

The subject property is located off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi in the cities of Winter Park and Maitland in Orange County, Florida. The site addresses of Parcels 1, 2 and 3 per tax roll are 2994 Temple Trail, 2895/2941 Temple Trail and 2981 Lolissa Lane, Winter Park, Florida 32789. Parcels 4 and 5 have no apparent legal access, hence no street addresses, in Maitland, Florida 32751.

### **Date of Valuation and Date of Report**

The date of valuation for the "As Is" fee simple Market Value conclusion is July 11, 2017, our most recent date of inspection of the subject property. The date of this report is July 14, 2017.

### **Final Value Conclusions**

"As Is" fee simple Market Value

**\$166,000\***

**\* Please see Extraordinary Assumptions and Limiting Conditions.**

Certified by

**Meridian Appraisal Group, Inc.**

Angela L. Brown, MAI, Vice President

State-Certified General Real Estate Appraiser, RZ 805

Frank W. Schieber, MAI, CCIM, Senior Appraiser

State-Certified General Real Estate Appraiser, RZ 124

## EXECUTIVE SUMMARY

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### Location

The subject property is located off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi in the city of Winter Park and Maitland in Orange County, Florida. The site addresses of Parcels 1, 2 and 3 per tax roll are 2994 Temple Trail, 2895/2941 Temple Trail and 2981 Lolissa Lane, Winter Park, Florida 32789. Parcels 4 and 5 have no apparent legal access, hence no street addresses, in Maitland, Florida 32751.

### Type of Property

Wetlands

### Highest & Best Use

We have concluded that the highest and best use of these wetlands parcels is for continued use as a privacy amenity for the abutting residences, conservation and/or passive recreation, such as a nature preserve.

### Site Description

The five, non-contiguous parcels comprising the subject property contain 54.8 gross acres, consisting of 47.5 of wetlands plus 7.3 acres of submerged lake bottom and creek bottom. Parcel 1 contains 7.1 acres of wetlands. It extends west from Temple Trail and then wraps along the rear of a couple dozen single family homes as a wooded conservation area. Parcel 2 contains 9.9 acres of wetlands and has legal access via a 10' strip extending east from Temple Trail. It also wraps behind a couple dozen single family homes, but also includes shrubbed areas on both sides of Howell Creek. Parcel 3 contains 25.5 acres, of which 18.2 acres are wetlands and 7.3 acres are submerged lake or creek bottom. This parcel is situated north of the Dommerich Forest subdivision south of Howell Creek and includes much of Lake Waumpi. Its legal access is via the stubbed end of Lolissa Lane. Parcel 4 contains 3.4 acres of wetlands. It is located just south of N. Thistle Lane but has no apparent legal access. This parcel is a wooded conservation area behind several single family homes in the Cove Colony subdivision. Parcel 5 contains 8.9 acres of wetlands. It likewise has no apparent legal access and is located just north of Howell Branch Road behind a City of Winter Park retention pond. Howell Creek runs through the southeasterly portion of this wooded wetland. The National Map indicates that Parcels 1, 4 and 5's elevations are generally at or below FEMA's 67' MSL flood plain elevations; and that Parcel 2 and 3's elevations are generally at or below FEMA's 63' MSL flood plain elevations. The five parcels comprising the subject property are several feet below road grade, in the flood plain and are designated as likely wetlands by the USFWS National Wetlands Inventory map. All public utilities are available for Parcels 1, 2 and 3.

### Zoning and Land Use

Parcels 1, 2 and 3 are predominately zoned PR, Parks and Recreation by the City of Winter Park and their future land use designation is Open Space Recreation with a Conservation Overlay. The south end of Parcel 2 is zoned R-2, Low Density Residential District. Parcels 4 and 5 are zoned RS-1, Single Family Residential by the City of Maitland and their future land use designation is Conservation.

### Interest Appraised

Fee Simple

### Marketing and Exposure Period

The estimated marketing period for the subject property is 12 to 24 months at the Market Value estimated in this report. The estimated exposure period is 12 to 24 months.

### Date of Valuation and Date of Report

The date of valuation for the "As Is" fee simple Market Value estimate is July 11, 2017, our most recent date of inspection of the subject property. The date of this report is July 14, 2017.

### Final Value Conclusion

"As Is" fee simple Market Value

**\$166,000\***

**\* Please see Extraordinary Assumptions and Limiting Conditions.**

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

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1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitude have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements will be within the boundaries or property lines or the property described and that there will be no encroachments or trespass unless noted within the report.
11. The date of value to which the opinions in this report apply are reported herein. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated herein.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The reader is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following **General Limiting Conditions**:

1. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
2. Possession of the report, or copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for the land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

## **GENERAL ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)**

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4. No environmental impact studies were requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
6. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions and General Limiting Conditions.

This report was prepared based on the following **Extraordinary Assumptions**:

1. No surveys were available. The configurations of Parcels 1, 2, 4 and 5 shown on the county tax parcel map conform with the recorded legal descriptions, so we have relied upon the county tax roll/GIS estimates for the size of these parcels, for valuation purposes. Parcel 3 is the exception: the county is showing 26.4 acres; however, the configuration shown on the tax map inaccurately (per the legal description) includes a small area north of Howell Creek as well as a short 20' sliver protruding east from Lake Waumpi. Using GIS digital mapping, we estimate that Parcel 3's legal description contains 25.5 acres of which 18.2 acres is wetlands and 7.3 acres is submerged lake bottom or creek bottom. We believe and assume that the subject's parcel sizes we have used herein are sufficiently accurate for valuation purposes.
2. To our knowledge, the parcels comprising the subject property are not already subject to formal conservation easements; nor have they been officially "delineated" as wetlands by a professional biologist, the state of Florida or St. Johns River Water Management District. Although all indications are that these parcels are wetlands, we are not experts in the delineation or classification of wetlands. We believe and assume that the perception of these properties as wetlands is accurate, for valuation purposes

This report was prepared based on the following **Hypothetical Conditions**:

None

**Please be advised that use of the aforementioned Extraordinary Assumptions and Hypothetical Conditions might have affected the assignment results.**

## DEFINITION OF IMPORTANT TERMS

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### **Market Value<sup>1</sup>**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### **Highest and Best Use<sup>2</sup>**

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

### **Fee Simple Estate<sup>3</sup>**

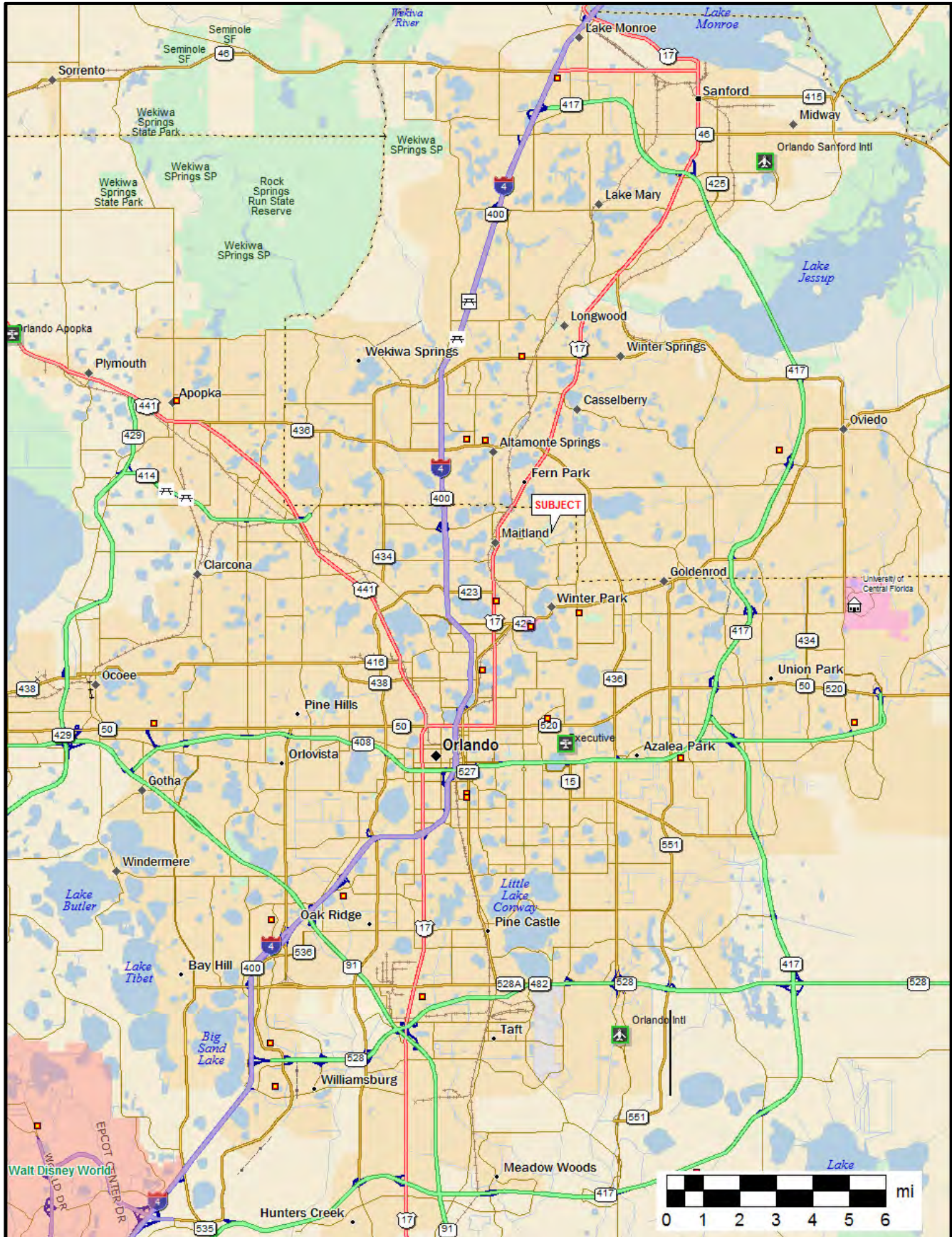
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

### **Definition Sources**

1. Title XI - Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), (Pub.L.No.101-73, Title XI, 103 Stat. 511 (1989); 12 U.S.C. 3310, 3331-3351, as subsequently amended;
2. Interagency Appraisal and Evaluation Guidelines dated December 2, 2010; The Appraisal of Real Estate, Appraisal Institute, 14th Edition, 2013, Page 59
3. The Appraisal of Real Estate, Appraisal Institute, 14th Edition, 2013, Page 333

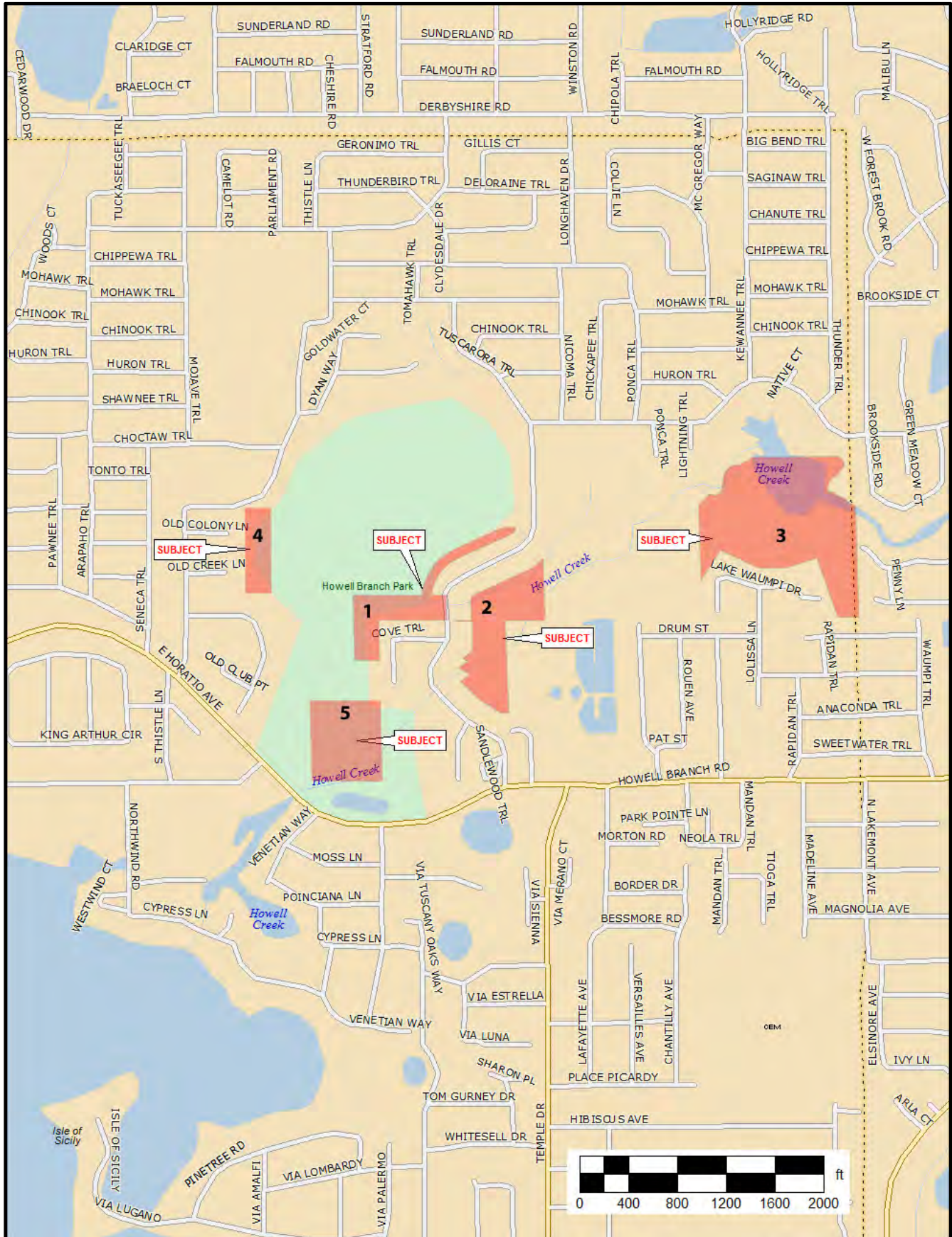


# METROPOLITAN AREA MAP



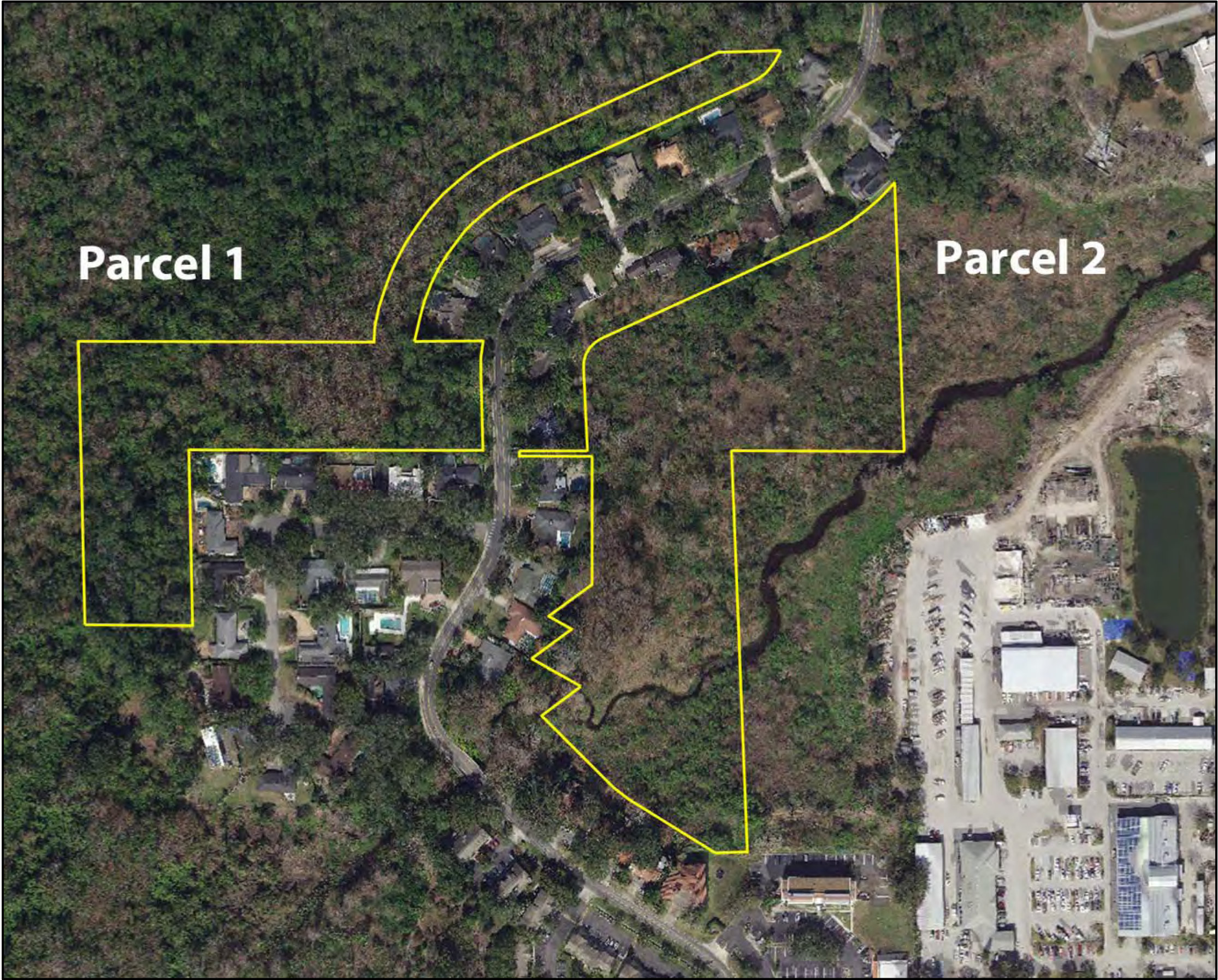


# LOCATION MAP



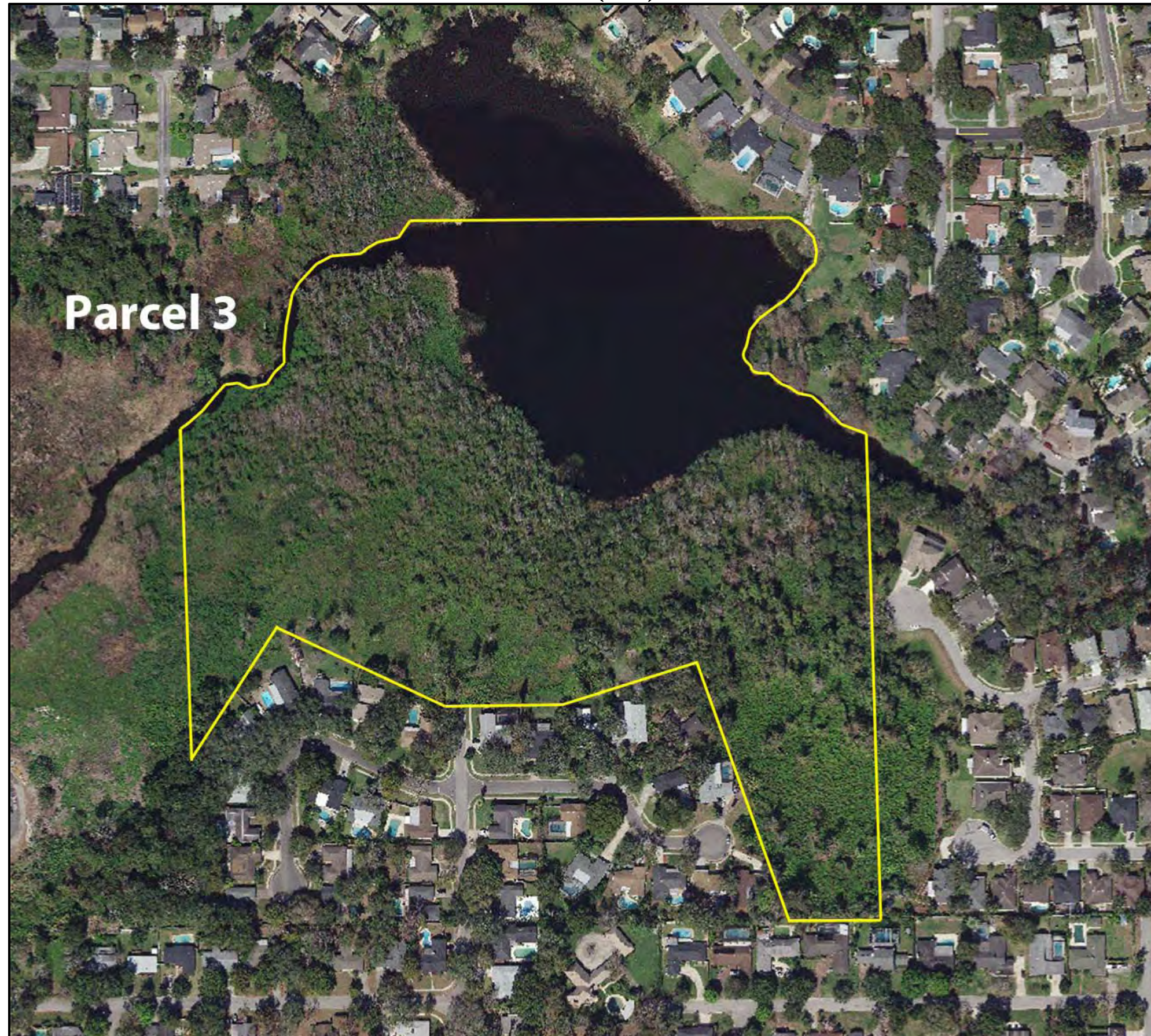


SUBJECT AERIAL (2017) PARCELS 1 AND 2



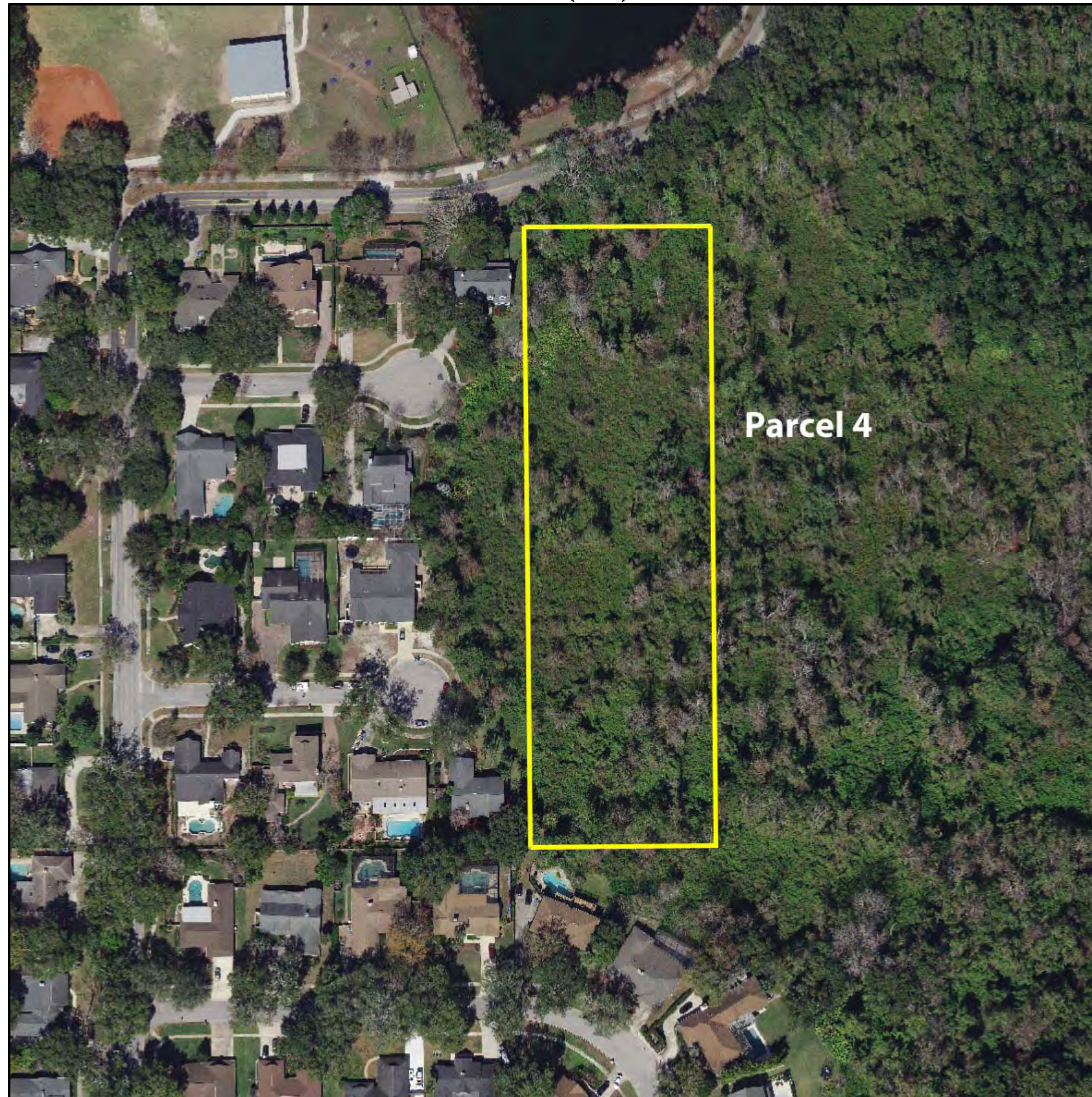


SUBJECT AERIAL (2017) PARCEL 3



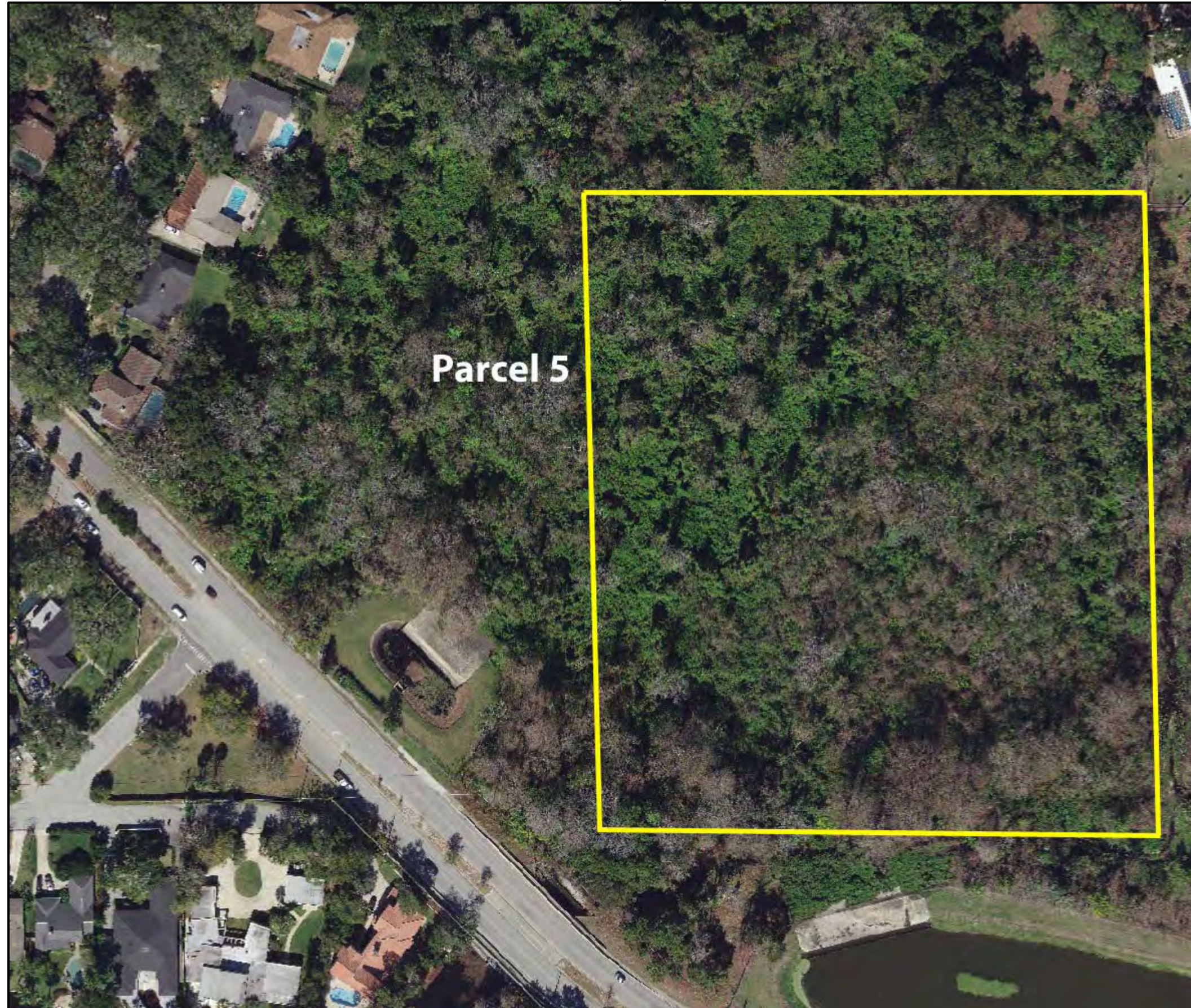


**SUBJECT AERIAL (2017) PARCEL 4**





**SUBJECT AERIAL (2017) PARCEL 5**





## SUBJECT PHOTOGRAPHS



PARCEL 1 FRONTS TEMPLE TRAIL JUST NORTH OF COVE TRAIL (NOTE: MOST PHOTOS TAKEN 7/11/2017)



VIEW SOUTH ON TEMPLE TRAIL, PARCEL 1 ON RIGHT



PARCEL 2 HAS LEGAL ACCESS VIA A 10' STRIP BETWEEN TWO HOUSES ON THE EAST SIDE OF TEMPLE TRAIL



VIEW NORTH INTO THE SOUTH PORTION OF PARCEL 2 - ALL OF PARCEL 2 IS WETLANDS



VIEW WEST OF SOUTH CENTRAL PORTION OF PARCEL 2 FROM WINTER PARK'S PUBLIC WORKS COMPOUND



THE NORTH PORTION OF PARCEL 2 BRIEFLY FRONTS HOWELL CREEK



**SUBJECT PHOTOGRAPHS (CONT'D)**

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PARCEL 3 HAS LEGAL ACCESS FROM THE  
STUBBED END OF LOLISSA LANE



VIEW NORTH INTO THE CENTRAL PORTION OF  
PARCEL 3 - ALL OF PARCEL 3 IS WETLANDS



VIEW EAST INTO THE SOUTHEAST PORTION OF  
PARCEL 3



HOWELL CREEK BORDERS THE NORTHWEST  
SIDE OF PARCEL 3



MARSHY WETLANDS IN THE SOUTHWEST  
PORTION OF PARCEL 3 (IN BACKGROUND OFF  
CREEK)



MOUTH OF HOWELL CREEK WHERE IT FLOWS  
INTO LAKE WAUMPI (PARCEL 3 ON RIGHT)



**SUBJECT PHOTOGRAPHS (CONT'D)**

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VIEW WEST ACROSS LAKE WAUMPI ALONG  
PARCEL 3'S NORTH PROPERTY LINE



NORTHWEST PORTION OF PARCEL 3



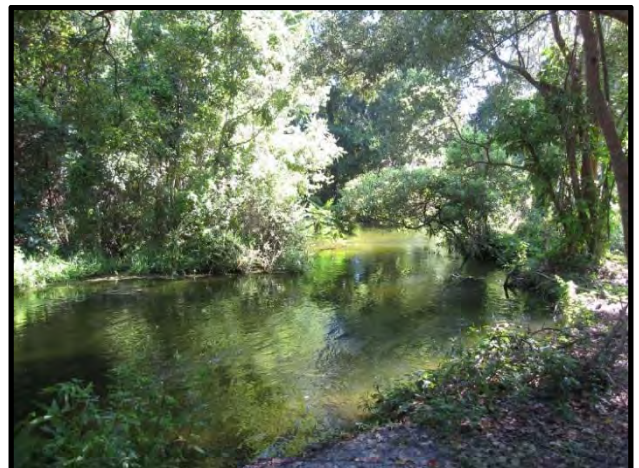
NORTHEAST PORTION OF PARCEL 3



INTERIOR OF PARCEL 4 - ALL OF PARCEL 4 IS  
WETLANDS



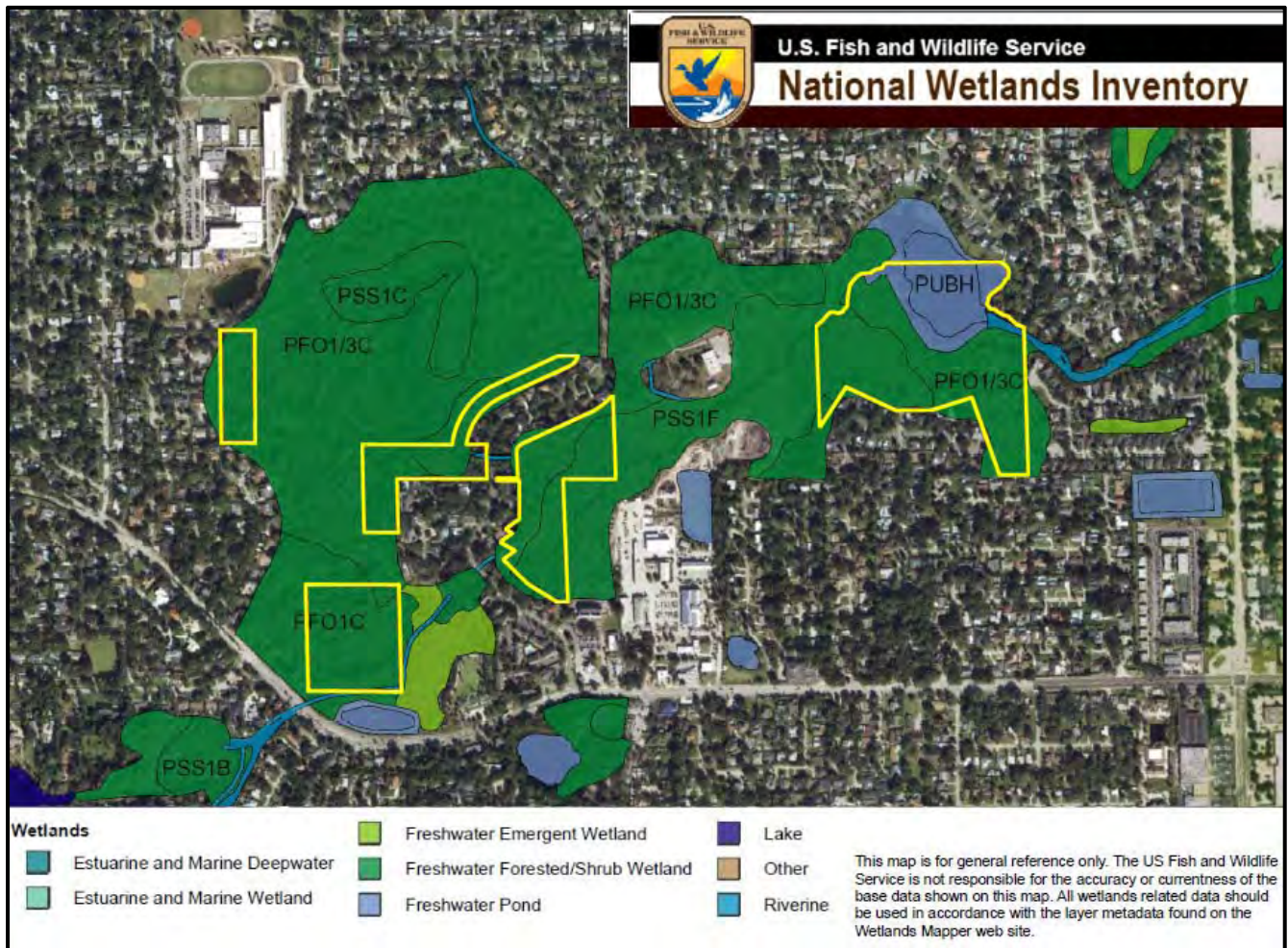
PARCEL 5 IS LOCATED BEHIND THE  
RETENTION POND IN FOREGROUND



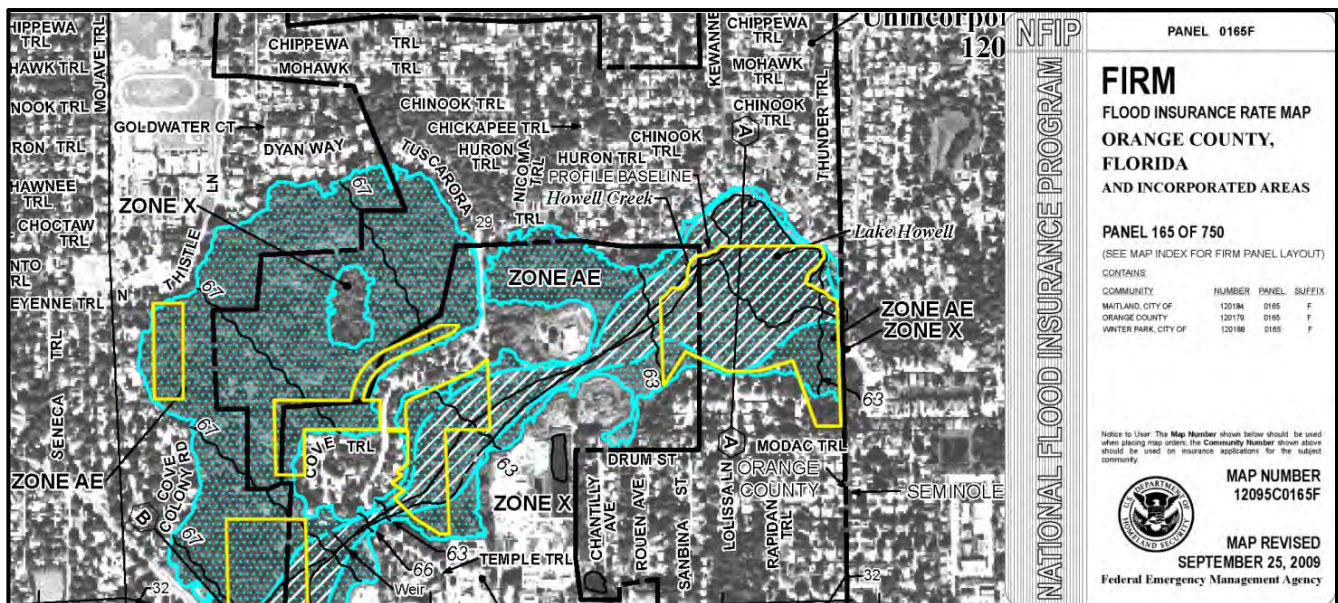
HOWELL CREEK RUNS THROUGH THE  
SOUTHEASTERLY PORTION OF PARCEL 5



## USFWS NATIONAL WETLANDS MAP

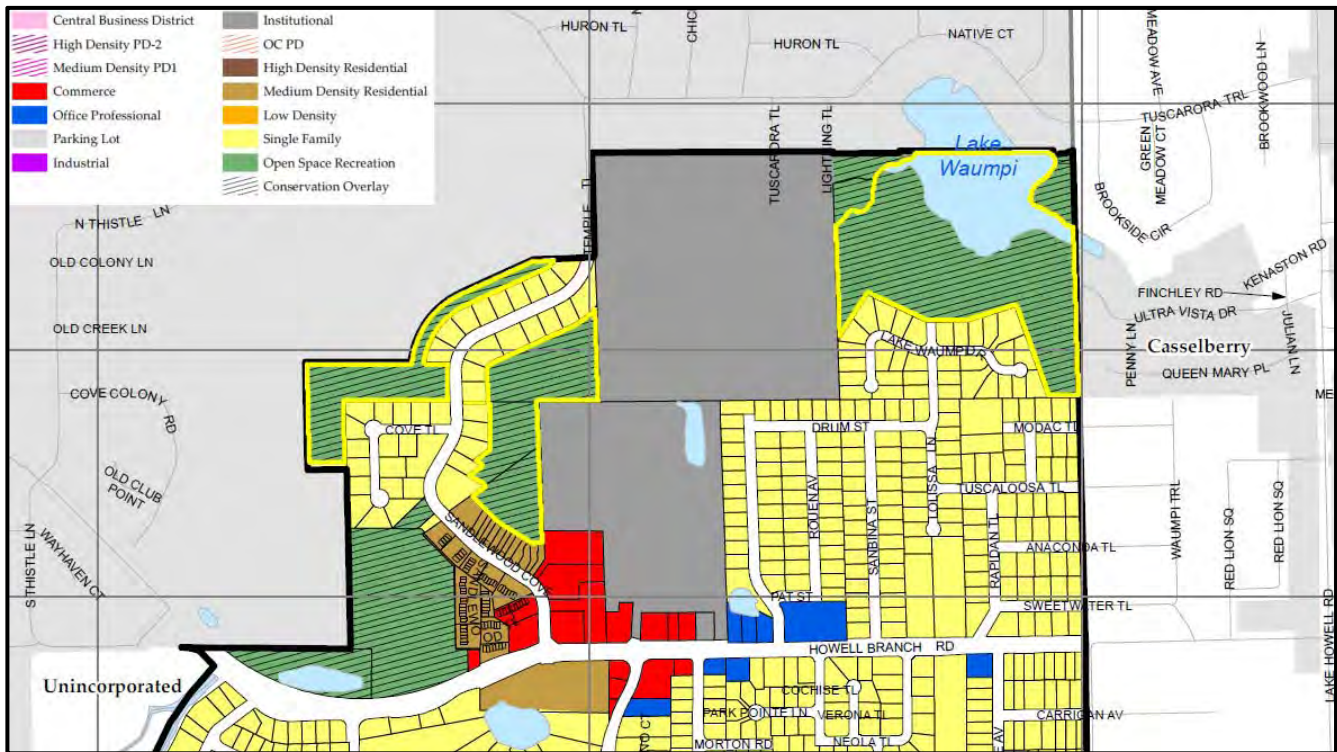


## FEMA FLOOD PLAIN MAP

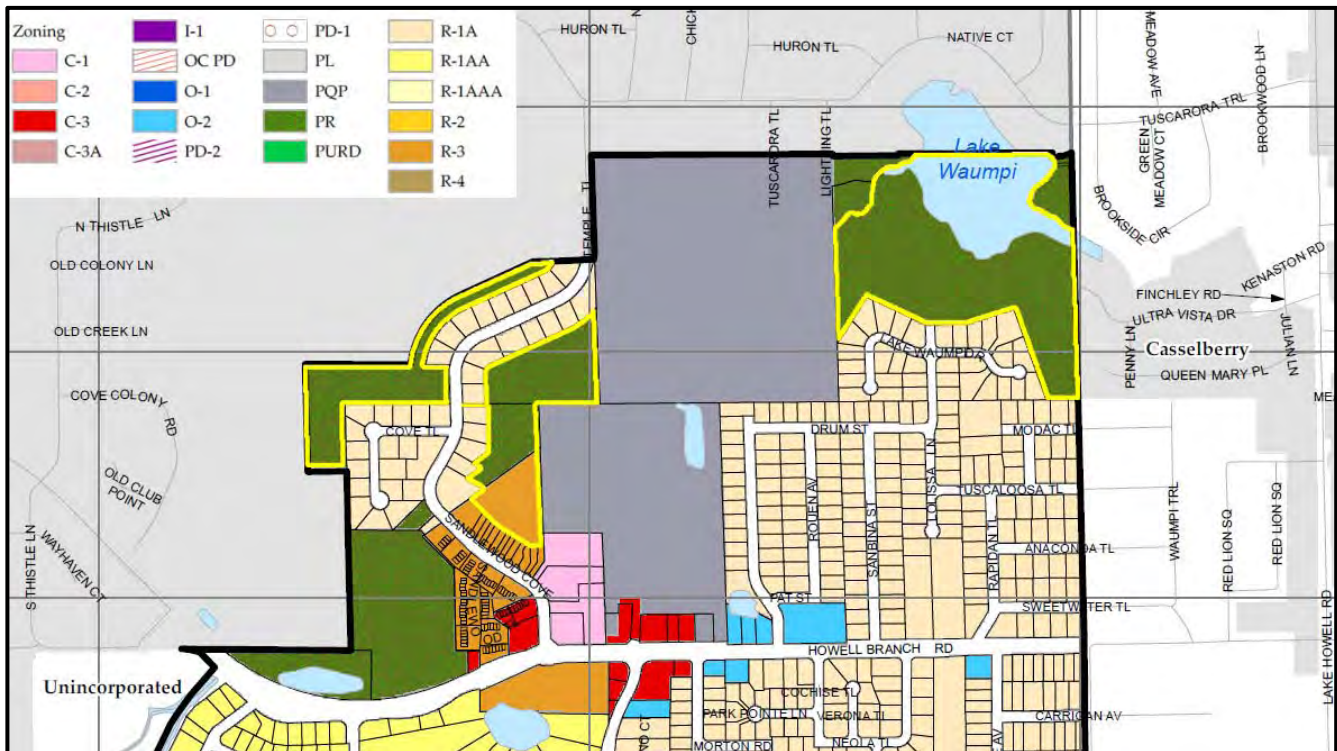




## FUTURE LAND USE - CITY OF WINTER PARK

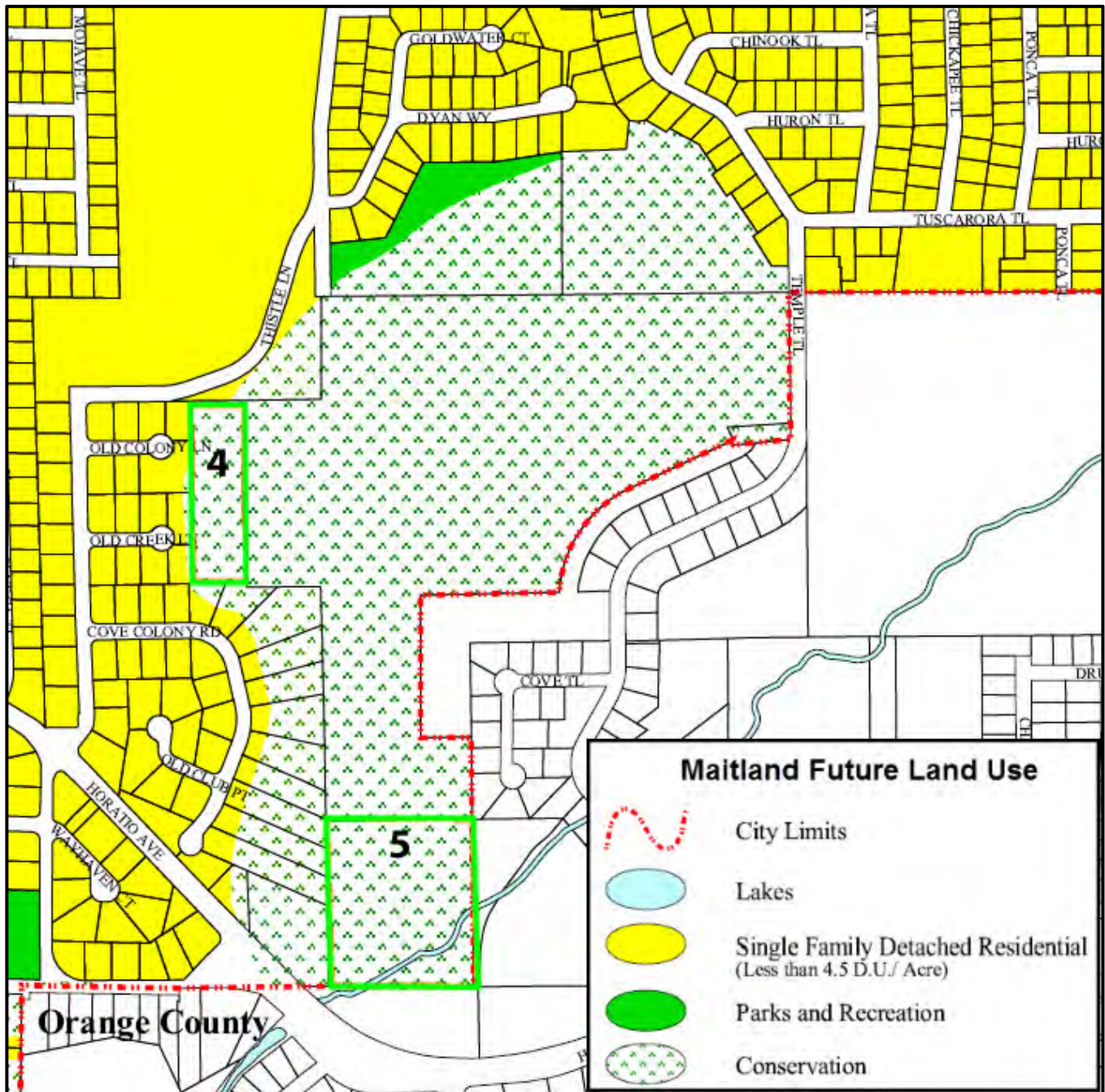


## ZONING - CITY OF WINTER PARK



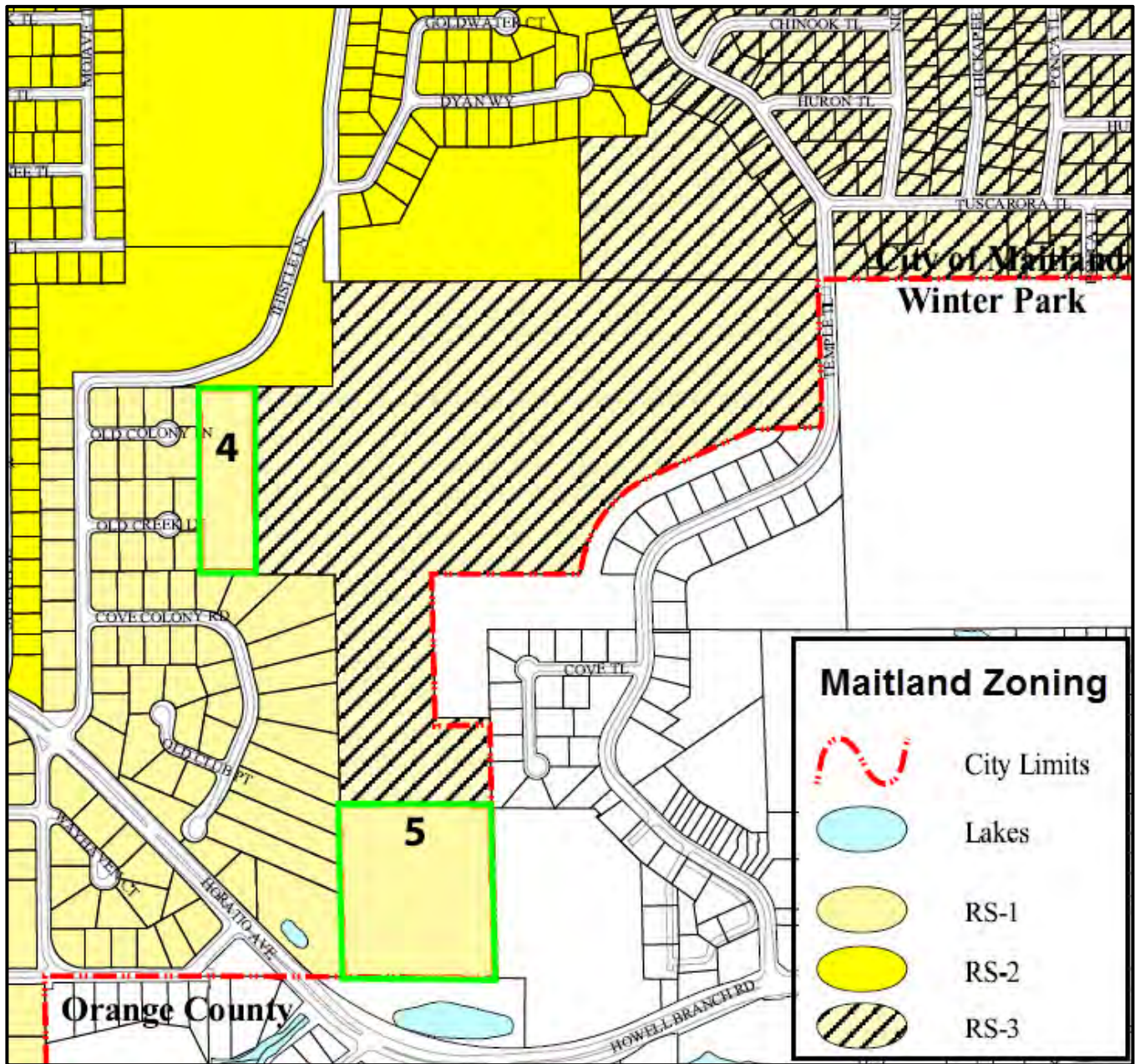


## FUTURE LAND USE - CITY OF MAITLAND



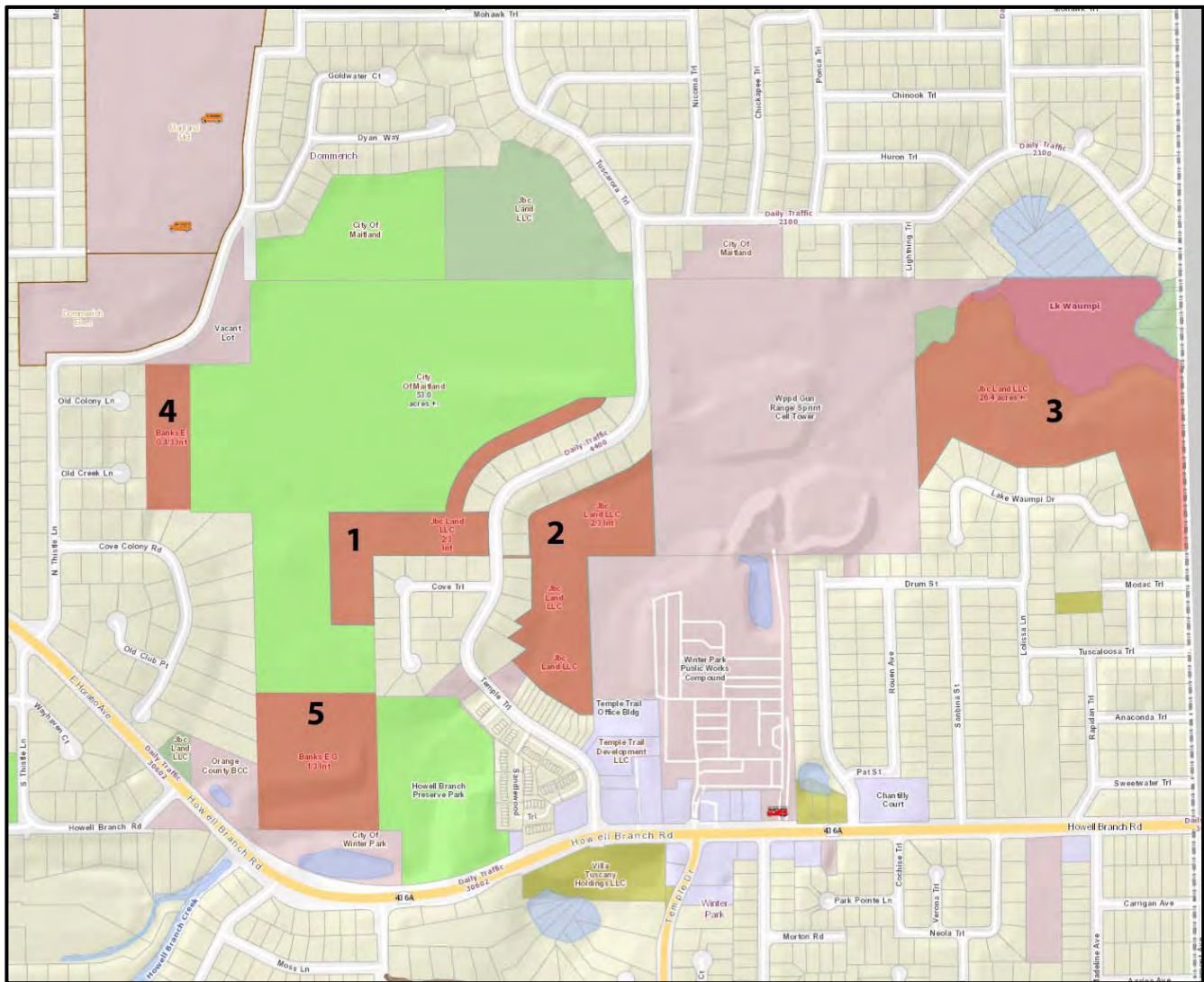


# ZONING - CITY OF MAITLAND





## TAX MAP



## **SUBJECT PROPERTY DATA**

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### **Purpose and Date of Appraisal**

The purpose of this appraisal is to derive the "As Is" fee simple Market Value of the subject property as of July 11, 2017 our most recent date of inspection of the subject property. The date of this report is July 14, 2017.

### **Intended Use and Users of Appraisal**

The intended use of this appraisal is to provide "As Is" fee simple Market Value as an aid to the client's decision making process regarding the potential acquisition of these parcels. The intended user of this report is the Board of City Commissioners of the City of Winter Park to the attention of Mr. Peter Moore. No other use or users are intended.

### **Type and Address**

The subject property consists of five wetlands parcels located off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi in the cities of Winter Park and Maitland in Orange County, Florida. The site addresses of Parcels 1, 2 and 3 per tax roll are 2994 Temple Trail, 2895/2941 Temple Trail and 2981 Lolissa Lane, Winter Park, Florida 32789. Parcels 4 and 5 have no apparent legal access, hence no street addresses, in Maitland, Florida 32751. The property is located at Longitude 81.337965 West and Latitude 28.628507. The subject property is in Census Tracts 156.02 and 157.02 Orange County, Florida.

### **Scope of the Appraisal**

Developing an appropriate solution to the appraisal problem involves selective market research, compiling and analyzing pertinent data and the use of knowledge, experience and judgment. Data regarding factors which influence the geographical area in which the property is located was obtained, compiled and analyzed. Then an inspection of the neighborhood in which the property is located was made and an analysis of any significant trends which may affect the property was conducted. After a physical inspection of the property, all pertinent information concerning the property was compiled and evaluated. Utilizing the relevant data resulting from the research, an analysis to determine the highest and best use of the property was then conducted. Once the highest and best use of the property has been established, the next step would typically be to apply the market collected data to each of the three traditional approaches to value. These traditional approaches include the Cost Approach, Income Approach (Land Residual Approach for vacant land) and the Sales Comparison Approach (Land Sale Comparison Approach for vacant land).

The scope of this appraisal included an inspection of the subject property as well as the surrounding community. Using various databases and talking with buyers, sellers, brokers and developers, we researched the local market area for land sales that were considered similar to the subject and in similar locations to the subject. We researched land sales with similar zoning, size, location, and future land use as well as analyzed demographics and land use trends of the subject neighborhood to determine the highest and best use of the subject property. Because the subject consists of vacant land, only the Land Sales Comparison Approach has been developed in this report. This research found five land sales useful for developing the Land Sales Comparison Approach. Using these sales we determined the value of the subject under its highest and best use as of our date of valuation.

### **Legal Description**

Based on the tax parcel numbers provided, we researched associated recorded deeds in order to find legal descriptions for the five parcels appraised herein. Because of their length, these legal descriptions have been included in the addenda.

### **Property Rights Appraised**

Fee Simple Estate

### **Ownership and Three-Year History of Subject**

According to the Orange County Tax Rolls, the subject property is currently under the ownership of JBC Land LLC and E.G. Banks. More specifically, E.G. Banks owns a 1/3 interest in 24.1 acres, comprising Parcels 1, 4 and 5 and a portion of Parcel 2. JBC Land LLC owns the other 2/3 interest in this 24.1 acres together with 100% interest in Parcel 3 and the balance of Parcel 2. JBC Land's mailing address is 1190 North Park Avenue,

## **SUBJECT PROPERTY DATA (CONT'D)**

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Winter Park, Florida 32789; Mr. Bank's mailing address is 1525 Mayflower Court, Winter Park, Florida 32792. No arm's length transactions involving the subject property were noted in Public Records over the previous five years. To the best of our knowledge, the parcels comprising the subject property have not been actively marketed for sale. The subject property is presently under contract (an "Agreement for Acquisition of Property") by the City of Winter Park for an overall \$304,500 purchase price, including real estate brokerage fees. More specifically, E.G. Bank's ownership position is under contract dated June 27, 2017 for \$75,000 plus \$3,750 in real estate commission; JBC Land LLC's ownership position is under contract dated July 10, 2017 for \$215,000 plus \$10,750 a real estate brokerage fee. This cash transaction(s) is to close 90 days subsequent to (and assuming) approval by the Board of City Commissioners of the City of Winter Park. The assembled \$304,500 purchase price reflects \$5,480 per acre for the perceived 55.57 acres.

### **Flood Plain**

According to the Federal Emergency Management Agency Flood Insurance Rate Map 12095C0165F for the City of Winter Park (community #120188), the City of Maitland (community #120184) and Orange County (community #120179) dated September 25, 2009, the subject property appears to be located almost entirely in Zone "AE", areas in the 100 year flood plain for which base flood elevations have been determined (specifically, 67' MSL for Parcels 1, 4 and 5 and 63' MSL for Parcels 2 and 3). Parcels 2 and 3 and part of Parcel 5 are also designated as flood plain areas mostly located within Howell Creek's floodway. Please see the FEMA Flood Plain Map excerpt preceding this section.

### **Zoning and Land Use**

Parcels 1, 2 and 3 are predominately zoned PR, Parks and Recreation by the City of Winter Park and their Future Land Use designation is Open Space Recreation with a Conservation Overlay. The Open Space and Recreation Future Land Use Map designation accommodates land used for either passive or active recreation and land left in its natural state for environmental or conservation reasons. It encompasses public and private parks, golf courses and recreation areas and cemeteries which shall be precluded from development and those areas on unplatted parcels which the City shall consider for dedication as parkland when subdivision occurs. Land designated as parks and open space would also preclude its use for streets or roads. This designation standard for intensity of use is for passive recreational or active recreational facilities. The maximum floor area ratio for land designated Open Space and Recreation shall be 0.20 (20%) for active recreation facilities such as Community Centers and 0.10 (10%) for passive recreational facilities.

The south end of Parcel 2 is zoned R-2, Low Density Residential District. Permitted uses in this zoning are single-family residences, duplexes, principal dwellings and cottage dwellings.

The purpose of a Parks and Recreation district is to insure that areas of the city are preserved for park, open space, and recreational purposes for the benefit of the residents or maintained as open space due to their environmental sensitivity and benefit to the overall environment whether publicly or privately owned. Permitted uses include:

- (1) Public parks and recreational facilities;
- (2) Publicly or privately owned cemeteries and tree nurseries;
- (3) Privately owned parks and recreational facilities which are restricted to use by residents in a particular subdivision or neighborhood area;
- (4) Conservation lands, wetlands and floodplain areas.

The following uses may be permitted as conditional uses following review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this article:

- (1) Publicly or privately owned recreational facilities such as swimming pools, tennis facilities or clubs, golf courses, country clubs, etc.;

## SUBJECT PROPERTY DATA (CONT'D)

(2) Privately owned parks and recreational facilities which are restricted to use by residents in a particular subdivision only;

(3) Buildings over 10,000 square feet or any addition over 250 square feet to an existing building over 10,000 square feet or additions to existing buildings that result in a building over 10,000 square feet in size.

Parcels 4 and 5 are zoned RS-1, Single Family Residential by the City of Maitland and their future land use designation is Conservation. The RS-1 Single Family Residential zoning district allows single family dwellings and requires 15,000 square foot minimum lot size. The Conservation FLU takes precedence over the zoning classification. It generally requires wetlands in these areas to be protected as conservation areas.

The City of Maitland recently (May 8, 2017) adopted a new "Wetlands Protection Ordinance" (Ordinance 1317), intended to protect, preserve and enhance the natural functions of wetlands and prevent or mitigate activities which degrade or destroy the function of wetlands.

### Assessments and Taxes

According to Orange County tax rolls, the subject property is assessed as several tax parcel numbers:

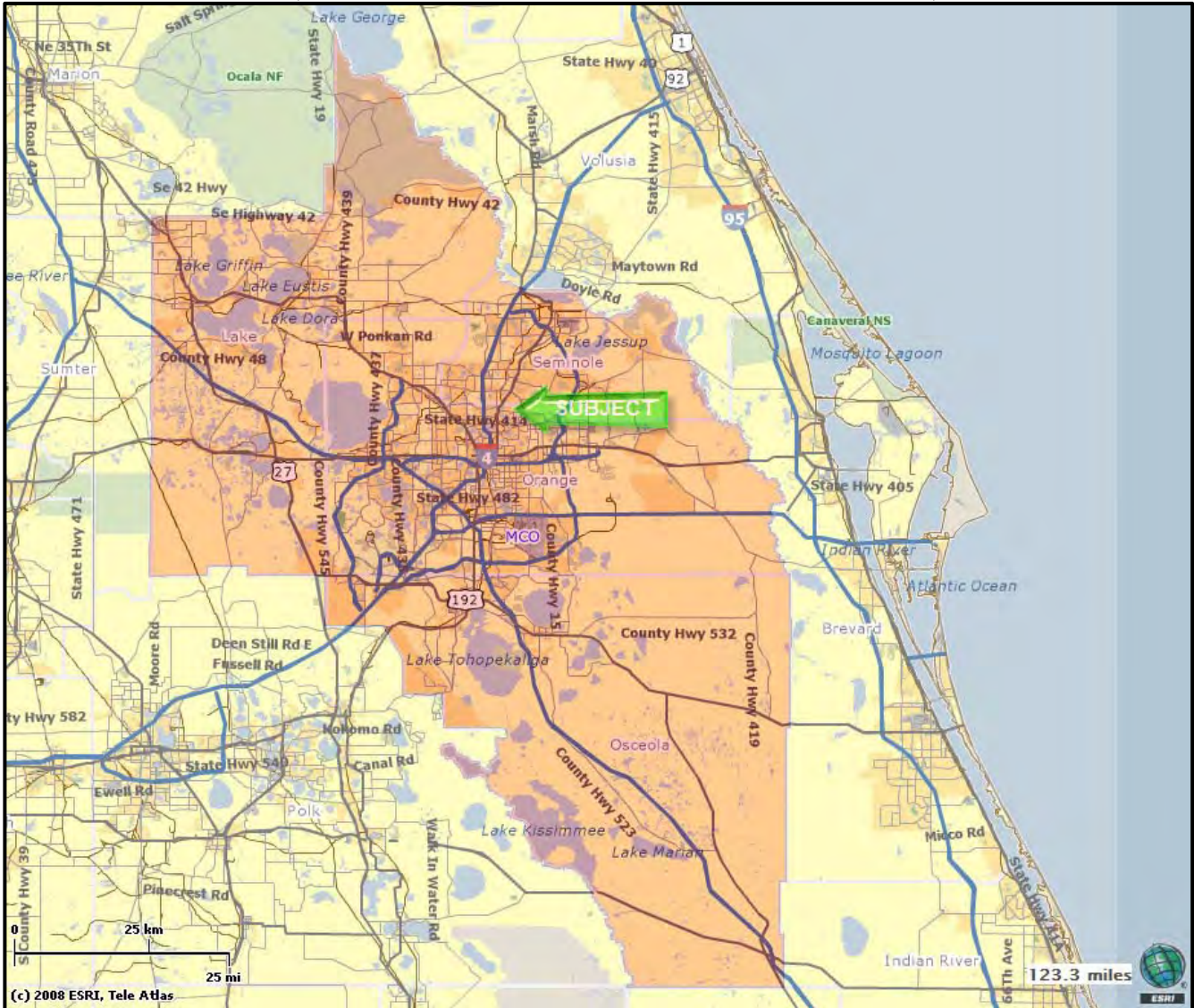
- Parcel 1 (tax parcel 29-21-30-0000-00-011);
- Parcel 2 (tax parcels 29-21-30-0000-00-015, -021, -044 and 29-21-30-8614-00-020);
- Parcel 3 (tax parcel 29-21-30-0000-00-028);
- Parcel 4 (tax parcel 29-21-30-0000-00-003); and
- Parcel 5 (tax parcel 29-21-30-0000-00-002).

The 2016 taxable assessed value for the subject property is \$4,863 and 2016 total gross tax liability is \$73.45. If the gross taxes are paid in November a 4% discount will be applicable reducing gross taxes to \$70.51. Looking at Orange County tax records, the subject property owners appear to be current on all taxes and no delinquencies were noted.

SUMMARY OF SUBJECT REAL ESTATE TAXES			
	Dollars		Per Acre
Total Assessed Value	\$	4,863	\$ 88.74
Exemption	\$	-	\$ -
Taxable Assessed Value	\$	4,863	\$ 88.74
Millage Rate		16.7980	
Gross Ad Valorem Taxes	\$	73.45	\$ 1.34
Non Ad Valorem Taxes	\$	-	\$ -
Non Ad Valorem CDD	\$	-	\$ -
<b>Total Gross Taxes</b>	<b>\$</b>	<b>73.45</b>	<b>\$ 1.34</b>
<b>Total Gross Taxes with 4% Discount</b>	<b>\$</b>	<b>70.51</b>	<b>\$ 1.29</b>

The subject property is assessed as wetlands ("waste land" per the tax roll) at \$100 per acre. Parcel 3's assessed value also includes 7.71 acres of lake bottom ("submerged" per the tax roll) assessed at \$10 per acre. The county's tax assessed values for "waste lands" and "submerged" have been at these levels for many years.



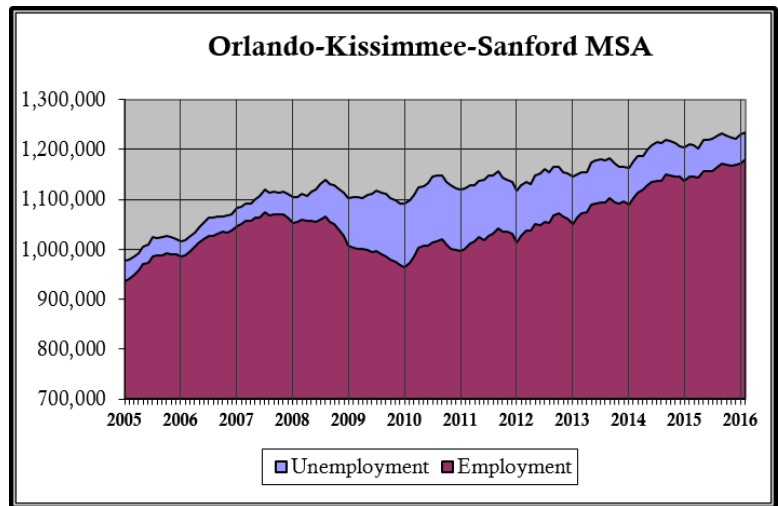
**ORLANDO-KISSIMMEE-SANFORD MSA  
(METROPOLITAN STATISTICAL AREA)**

## REGIONAL EMPLOYMENT OVERVIEW

The Orlando-Kissimmee-Sanford MSA (Metropolitan Statistical Area) consists of Orange, Seminole, Osceola and Lake Counties. It is located near the center of peninsular Florida, east of midway between the Atlantic Ocean and the Gulf of Mexico.

The Orlando-Kissimmee-Sanford MSA's population grew from 1,644,561 (2000) to 2,134,411 (2010), averaging 48,985 persons per year. During the same time period, the number of households increased by 173,197, representing direct demand for 17,320 new dwelling units per year. The 2015 population estimate of 2,284,795 persons and 850,875 households reflects much slower recent growth averaging 30,077 persons per year and 10,486 households per year since 2010. Approximately 59% of occupied dwelling units are owner-occupied and 41% are renter-occupied. The MSA's population is forecast (by ESRI) to grow to 2,475,315 persons and 920,782 households by 2020. This forecast anticipates accelerating growth on the order of 38,104 persons (13,981 households) per year over the next five years.

Based on 2015 estimates, the area's population has a median household income of \$49,509 and an average household income of \$67,083. As illustrated by the graphic to the right, employment had generally kept pace with population (labor force) growth from 2002 to the beginning of 2008, gradually bringing the unemployment rate down to around 3% to 3.5% for most of 2005 through May 2007. Concurrent with the nationwide Great Recession commencing 4Q2007, however, the local unemployment rate rapidly increased to 9.5% by March 2009 then remained around 11% through February 2011. The unemployment rate has since gradually declined to below 10% in September 2011; below 9% in March 2012; below 8% in November 2012; below 7% in September 2013; below 6% in September 2014; and then below 5% in September 2015. The preliminary February 2016 unemployment rate is 4.4%.



The U.S. Bureau of Labor Statistics shows that the Orlando-Kissimmee-Sanford MSA employment had grown from 864,331 jobs (January 2003) to 1,053,194 jobs (January 2008), for an average of 37,773 new jobs per year over the five years. During the following two years, from January 2008 to January 2010's trough, almost 90,000 jobs were lost. It then took the MSA 2½ years (to July 2012) to recover the number of jobs lost during the recession. February 2016's total 1,180,950 jobs was an all-time high for the MSA and 107,000 jobs above pre-recession peak employment of 1,074,000 jobs (July 2007). Year-over-year job growth for the past 12 months has averaged 26,475 jobs per year. Although 2014 job growth was similar in strength to 2005 levels following the 2001-2002 recession, year-over year job growth in 2015 had slipped. February 2016 employment reflects 36,597 more jobs than February 2015.



February 2016's 1,234,789 person labor force is an all-time high for the MSA. February 2016's seasonal size of the labor force at 1,234,789 is 25,610 persons larger than in February 2015, reflecting slower net working

## REGIONAL OVERVIEW (CONT'D)

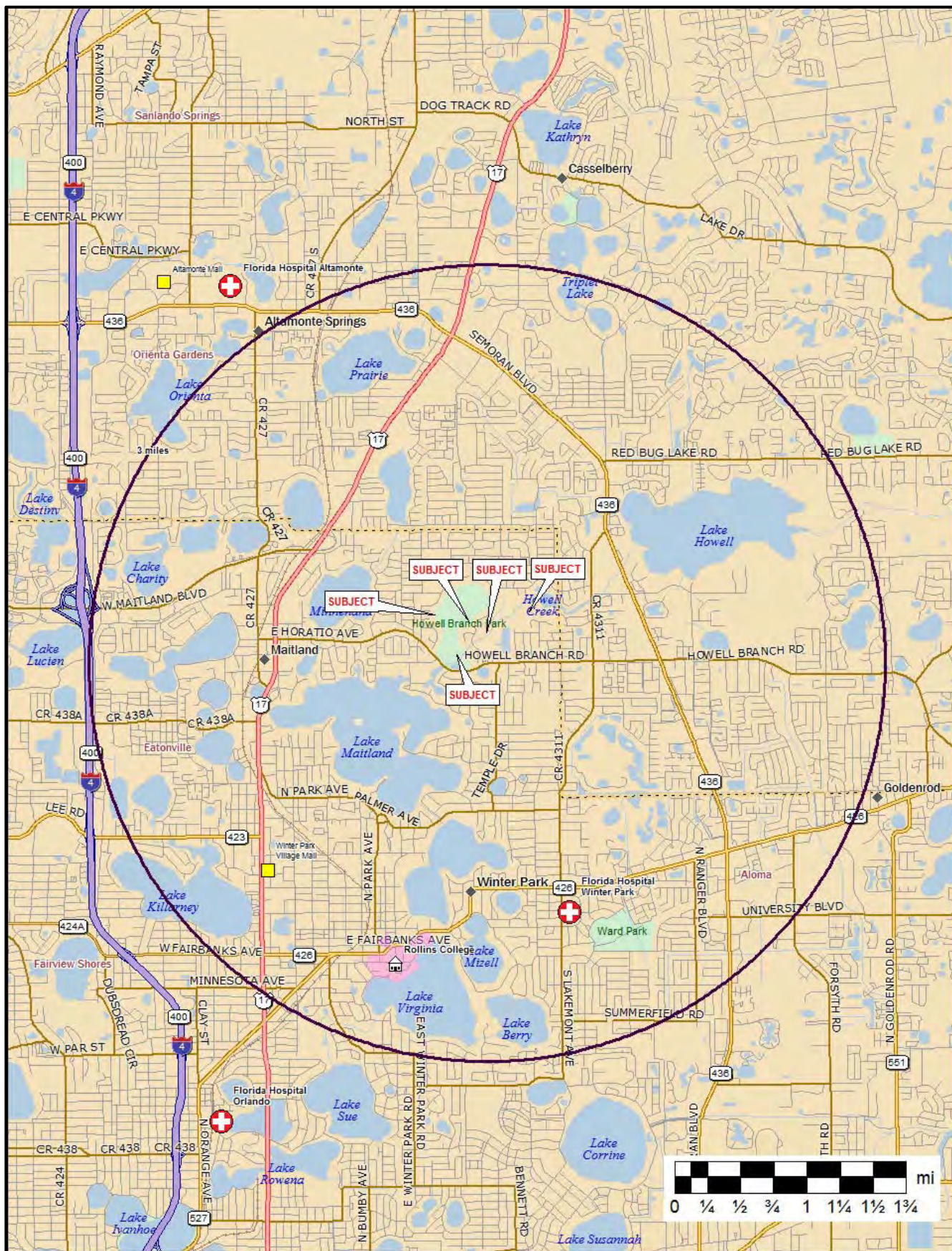
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population growth over the past year, compared to the 32,704 persons 2014-2015 growth and 26,201 persons 2013-2014 growth.

In summary, the Orlando-Kissimmee-Sanford MSA's economy is presently expanding faster than 2015, albeit at a slower pace than 2014. Seasonal swings notwithstanding, job growth has been positive since June 2010; and recent trends generally reflect slowing job creation to a level which will maintain the sub-5% unemployment rate, while continuing to attract in-migration to the metropolitan area. As long as mortgage interest rates remain around 4%, we believe the local housing market will continue to maintain its strength, as a result of improved employment and consumer confidence.

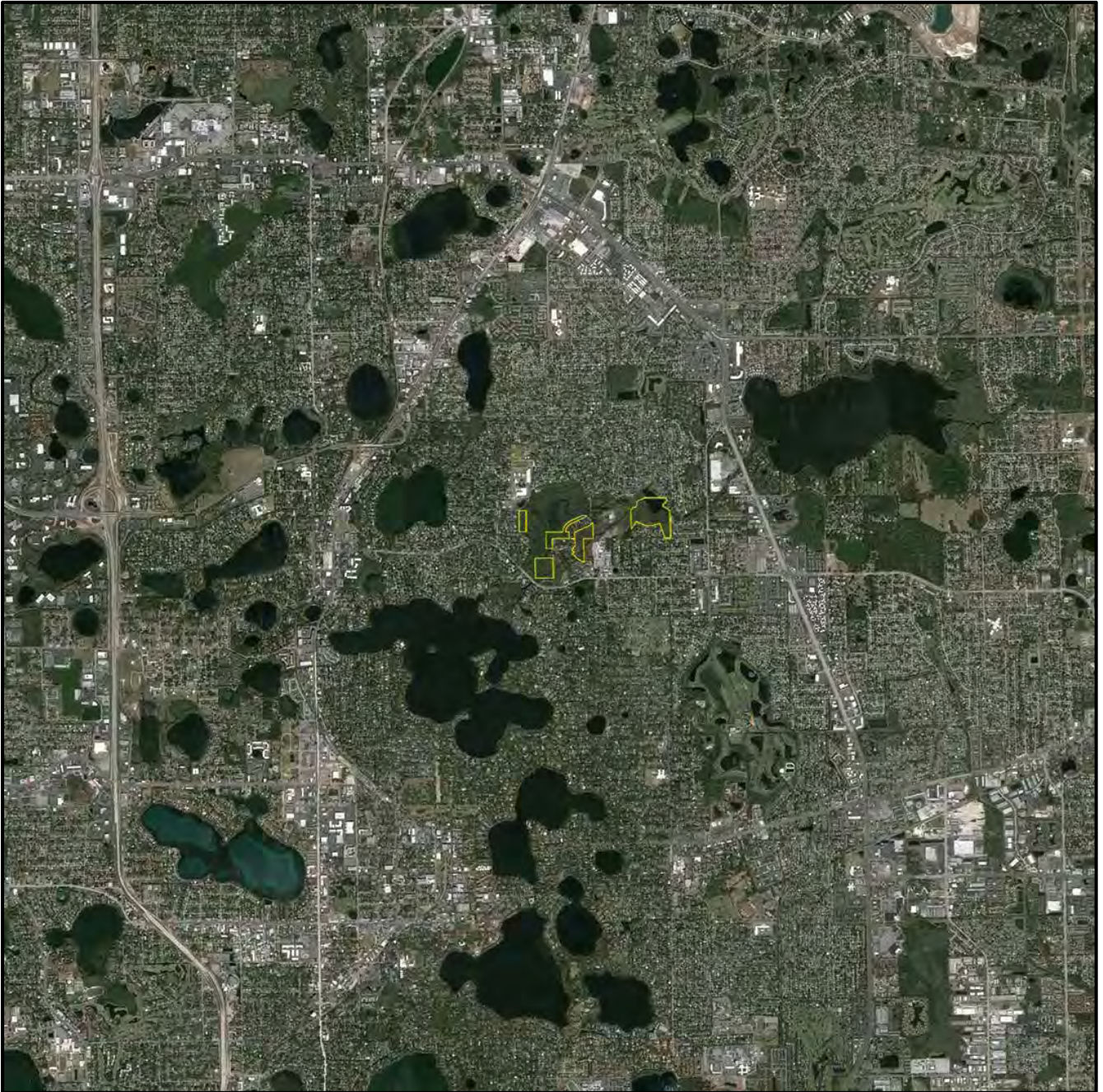


## NEIGHBORHOOD MAP





## NEIGHBORHOOD AERIAL (3/2016)



## NEIGHBORHOOD ANALYSIS

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A neighborhood is defined in terms of common characteristics, trends and groupings of similar or complementary land uses. For appraisal purposes, we have examined demographics within a three mile radius of the intersection of Howell Branch Road and Temple Trail. The subject property is near the middle of the defined neighborhood.

### Transportation

Major roadways in the subject neighborhood include:

**Interstate 4** runs north/south as the west boundary of the defined neighborhood and is the primary transportation arterial for the Orlando MSA. This limited access major arterial has three or four lanes in each direction. It provides primary access from the northern suburbs through downtown Orlando then southwest to the major tourist attractions (Walt Disney World, Universal Studios and Sea World). It also connects commercial trucking and regional distribution centers between Tampa and Daytona Beach. The neighborhood's access to Interstate 4 is available via Maitland Boulevard, Lee Road, Fairbanks Avenue and Princeton Street plus a half-interchange at Par Street.

**State Road 436 (Semoran Boulevard)** is an arterial highway which was once the de facto "beltway" around the east and north sides of the Orlando metropolitan area. It remains a major, four and six lane divided highway, linking the Orlando International Airport to east Orlando, turning west in Casselberry, through Altamonte Springs, ending in Apopka at U.S. Highway 441. State Road 436 is lined with retail stores and strips, restaurants, service commercial shops, automobile dealerships, apartments and the occasional office building. It is eight lanes, median divided in the subject's neighborhood.

**U.S. Highway 17-92 (Orlando Avenue)** is second only to Interstate 4 as a north/south arterial highway through the Orlando metropolitan area. This six lane, median divided highway has been developed with service commercial businesses in between major intersections, which are generally developed with retail commercial. Land uses along this road consist of freestanding retail stores such as dry cleaners, drug stores, gas stations, branch banks and professional offices, restaurants as well as a few suburban hotels. There are several car dealerships located along this road north of Lee Road.

**Lakemont Avenue** is a four lane collector for the east half of the defined neighborhood. It travels in a north/south direction from the heart of Baldwin Park through Winter Park north of Aloma Avenue, where it branches off as Lake Howell Road and continues to State Road 436.

**Howell Branch Road (Horatio Avenue** within Maitland city limits) is a four lane median divided collector road, and is the principal east-west road through Maitland. It extends east from U.S. Highway 17-92 through the north end of Winter Park and south end of Casselberry and residential suburbs east of State Road 436, before turning south and terminating at Aloma Avenue. Portions are lightly developed with small offices, but there are several apartments and shopping centers on the corners of State Road 436.

**Aloma Avenue/Fairbanks Avenue (State Road 426)** is a four lane road that starts at Edgewater Drive, winding through Winter Park, intersecting with Lakemont Avenue and proceeding east to Oviedo. This is a heavily traveled road which provides easy east/west access through the middle of the neighborhood. It is generally developed with neighborhood retail commercial.

**Maitland Boulevard** is a four and six lane, median divided limited access minor arterial, which runs west from U.S. Highway 17-92, connecting with Interstate 4, State Road 434 (Forest City Road) and U.S. Highway 441, before morphing into a toll road extending further west to Orlando's western beltway. It is heavily developed with corporate scale professional office buildings near its Interstate 4 interchange.

**Lee Road (State Road 423)** is a six lane, median divided thoroughfare, which runs west from U.S. Highway 17-92 to Interstate 4, then extends further west to U.S. Highway 441. It then turns south and becomes John Young Parkway, a major north-south thoroughfare extending all the way to Kissimmee. It is heavily developed



with suburban professional office buildings east of Interstate 4, then becomes more retail and service commercial in character between Interstate 4 and U.S. Highway 441.

### Neighborhood Description

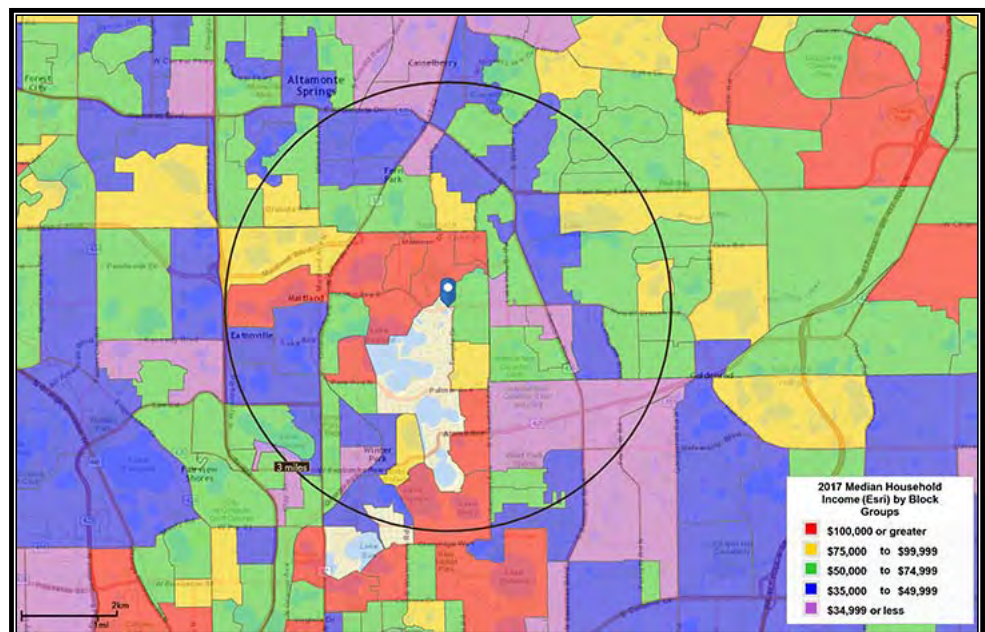
As shown on the preceding neighborhood map, the subject is in the north portion of Winter Park, near the middle of the greater Orlando metro area. This location is in the close-in, generally upper-middle income suburbs six miles northeast of downtown Orlando. The defined neighborhood is generally residential with retail commercial corridors along the major highways, plus downtown Winter Park. The neighborhood is nearly 100% built out of its developable land.

Approximately 55% of the housing units are detached single family, 17% are attached townhomes/duplex/fourplexes and 28% are apartment or condominium units in the defined neighborhood. According to ESRI's 2017 estimate, approximately 55% of the 42,253 occupied housing units are owner occupied and 45% are renter occupied. Another 4,620 are vacant housing units, of which 50% are available for rent. The neighborhood saw 35% of its residential growth in the 1960s or before; 45% of growth in the 1970s and 1980s; and 14% of the growth has occurred during the 1990s and 2000s. The most recent growth has been infill in increasingly upscale replacement of detached single family tear-downs, plus a few townhouse projects and apartments.

The 2010 Census data shows a resident population of 90,032 people in the defined neighborhood, which reflects minimal net population growth during the previous decade. ESRI's 2017 estimate is 97,765 people, reflecting population growth of 1,105 persons per year (447 households per year) since 2010. The defined neighborhood has an average household size of 2.26 persons and median age of 41.8 years. Approximately 26% of the households are with children; approximately 20% of the neighborhood's population is aged 65+. ESRI forecasts population growth to 103,946 persons by 2022, which reflects a forecast growth rate 1,236 persons per year during the next five years. Their forecast growth to 44,876 households by 2022 reflects direct incremental demand for 525 housing units per year during the next five years.

In the defined neighborhood, 2017 estimated median household income was \$53,194 and estimated average household income was \$83,171. This is a bit higher than the Orlando Metro Area's \$51,917 median and \$72,953 average household income, respectively. Households in the defined neighborhood are approximately 34% lower income; 42% middle income and 24% upper income. Approximately 53% have household incomes greater than \$50,000.

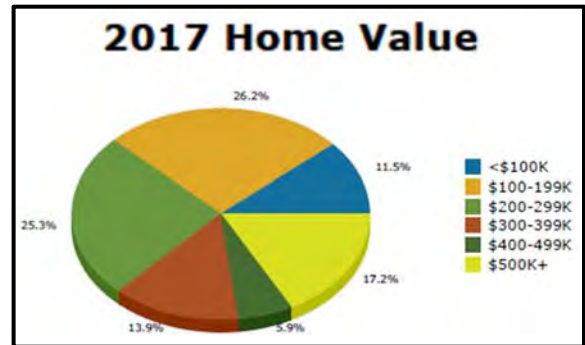
The map on the right shows relative median household income and the subject's defined neighborhood (three mile ring), by census block group: Pink is lower income; blue is lower-middle income; green is middle income; and yellow reflects upper-middle income areas. Red is upper income areas. Non-shaded areas are upper income having median household incomes over \$150,000. The subject is in an upper income area. The defined neighborhood encompasses middle and upper income households in Winter Park and Maitland as well as lower-middle income areas along Lee Road and Semoran Boulevard.



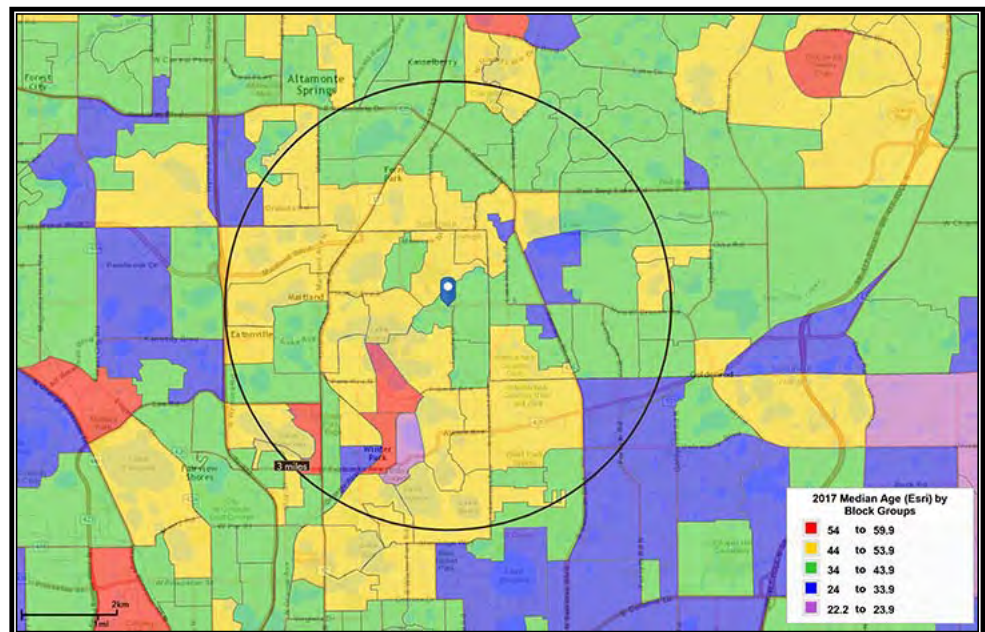
## NEIGHBORHOOD ANALYSIS (CONT'D)

Approximately 71% of the defined neighborhood's employed residents are in white collar occupations; approximately 17% are employed in services occupations; and approximately 12% are employed in blue collar occupations. According to the 2017 estimate, approximately 82% of the working age population (ages 16 to 64) is in the labor force, with a 95.0% employment rate.

The graphic to the right illustrates ESRI's estimate of owner-occupied housing unit prices in the subject's defined neighborhood. The largest segment is housing in the \$100,000 to \$199,000 price range (26.2%). Homes priced from \$200,000 to \$299,000 and are the second largest segment, comprising 25.3% of owner-occupied housing units. The third largest segment are homes priced \$500,000 and above. These price points are consistent with the previously described median household income levels.



One other demographic of note is the median age of population by census block group. Pink areas have a median age less than 24 years, and are notably clustered around Rollins College in Winter Park and near the University of Central Florida to the east. Blue areas represent median age 24 to 34 years, typically young families and working singles. Younger residents generally prefer locations near Orlando's shopping and employment; however, they are generally priced out of Winter Park/ Maitland.

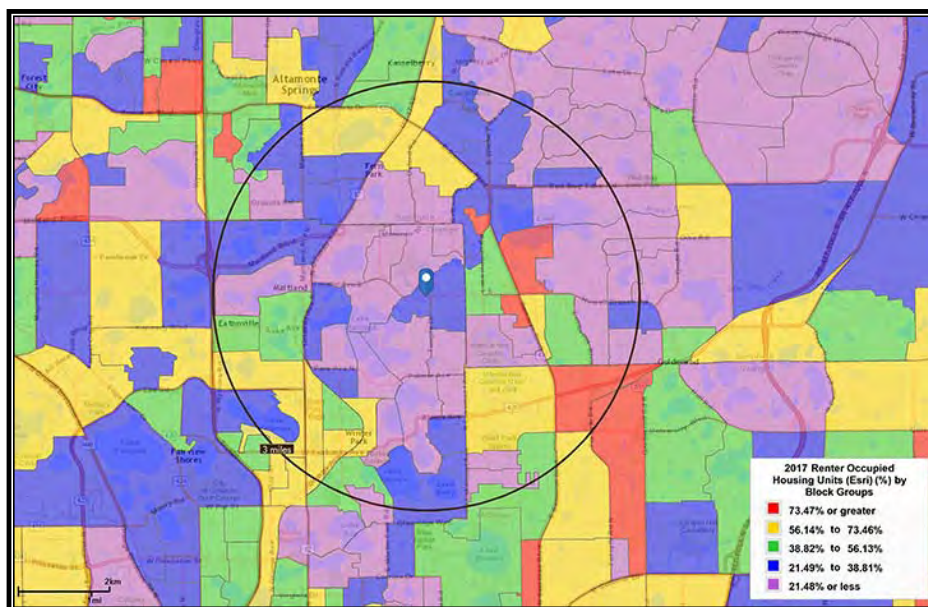


Green areas represent median age between 34 and 44 years, typically families with school-age children; yellow areas represent median age between 44 and 54 years and are generally "move-up" families with children. Red areas represent median age between 54 and 64 and are generally comprised of empty-nester households with few children. The subject property is in a green and yellow area. The subject neighborhood is predominately middle-aged, "move-up" families and empty-nester households. We note that young families and working singles reside mostly east of Semoran Boulevard.

Established in 1885, Rollins College is the oldest recognized college in the state of Florida. The 80 acre campus of this independent, liberal arts college is mostly located south of Fairbanks Avenue along the north shore of Lake Virginia in Winter Park. Rollins College enrollment is in excess of 3,000 students.



Within the subject's defined neighborhood, approximately 55% of occupied housing units are owner occupied and 45% are renter occupied. The graphic to the right illustrates the relative percentage of renter-occupied dwelling units by census block group with pink blue areas being the lowest proportion of renters. The pink areas are generally owner-occupied single family residences; blue areas increasing add condos and apartments. Red, green and yellow areas are more heavily occupied by renters and are generally developed with higher concentrations of apartments and condo conversions. The areas with high proportions of rentals are generally also those with younger aged population.



The north and southeast portions of the subject's defined neighborhood along Semoran Boulevard (State Road 436) and further east along Goldenrod Road is a lower-middle income area, dominated by apartments and condominiums rented to mostly younger-age singles and working couples. Full Sail is a private technical college specializing in art, music and film, with about 13,000 student enrollment. Full Sail's campus is located on the south side of University Boulevard between State Road 436 and Forsyth Road immediately southeast of the defined neighborhood. The University of Central Florida (one of the largest universities in the U.S.) is located at the east end of University Boulevard six miles east of State Road 436.

Segmentation systems operate on the theory that people with similar tastes, lifestyles, and behaviors seek others with the same tastes—"like seeks like." These behaviors can be measured, predicted and targeted. ESRI's segmentation system, Community Tapestry, combines the "who" of lifestyle demography with the "where" of local neighborhood geography to create a model of various lifestyle classifications.

The following eight clusters profile 63.2% of the defined neighborhood's households. The neighborhood features a relatively wide range of residents, from upper-income empty nesters to college-age working singles. ESRI describes these clusters as follows:

**Old and Newcomers (15.2%)** – This market features singles' lifestyles, on a budget. The focus is more on convenience than consumerism, economy over acquisition. Old and Newcomers is composed of neighborhoods in transition, populated by renters who are just beginning their careers or retiring. Some are still in college; some are taking adult education classes. They support environmental causes and Starbucks. Age is not always obvious from their choices. Predominantly single households, with a mix of married couples (no children); average household size lower at 2.11 and median household income of \$39,000.

**Retirement Communities (11.0%)** – Retirement Communities neighborhoods are evenly distributed across the country. They combine single-family homes and independent living with apartments, assisted living, and continuous care nursing facilities. Over half of the housing units are in multiunit structures, and the majority of residents have a lease. This group enjoys watching cable TV and stays up-to-date with newspapers and magazines. Residents take pride in fiscal responsibility and keep a close eye on their finances. Although income and net worth are well below national averages, residents enjoy going to the theater, golfing, and taking vacations. While some residents enjoy cooking, many have paid their dues in the kitchen and would rather dine out. Much of the housing was built in the 1970s and 1980s—a mix of single-family homes and large multiunit structures that function at various levels of senior care. Small household size (1.86); many residents have outlived their partners and live alone; median household income is \$35,000.



**Set to Impress (8.5%)** – *Set to Impress* is depicted by medium to large multiunit apartments with lower than average rents. These apartments are often nestled into neighborhoods with other businesses or single-family housing. Nearly one in three residents is 20 to 34 years old, and over half of the homes are nonfamily households. Although many residents live alone, they preserve close connections with their family. Income levels are low (median household income is \$29,000); many work in food service while they are attending college. This group is always looking for a deal. They are very conscious of their image and seek to bolster their status with the latest fashion. *Set to Impress* residents are tapped into popular music and the local music scene.

**Golden Years (7.6%)** – Independent, active seniors nearing the end of their careers or already in retirement best describes *Golden Years* residents. This market is primarily singles living alone or empty nesters. Those still active in the labor force are employed in professional occupations; however, these consumers are actively pursuing a variety of leisure interests—travel, sports, dining out, museums, and concerts. They are involved, focused on physical fitness, and enjoying their lives. This market is smaller, but growing, and financially secure (median household income is \$61,000). This older market has a median age of 51 years and a disproportionate share (nearly 30%) of residents aged 65 years or older.

**Young and Restless (6.1%)** – Gen Y comes of age: Well-educated young workers, some of whom are still completing their education, are employed in professional/technical occupations, as well as sales and office/administrative support roles. These residents are not established yet, but striving to get ahead and improve themselves. This market ranks in the top 5 for renters, movers, college enrollment, and labor force participation rate. Almost 1 in 5 residents move each year. Close to half of all householders are under the age of 35, the majority living alone or in shared nonfamily dwellings. Median household income (at \$36,000) is still below the U.S. Smartphones are a way of life, and they use the Internet extensively. Young and Restless consumers are diverse, favoring densely populated neighborhoods in large metropolitan areas; over 50% are located in the South (almost a fifth in Texas), with the rest chiefly in the West and Midwest.

**Home Improvement (5.1%)** – Married-couple families occupy well over half of these suburban households. Most *Home Improvement* residences are single-family homes that are owner occupied, with only one-fifth of the households occupied by renters. Education and diversity levels are similar to the U.S. as a whole. These families spend a lot of time on the go and therefore tend to eat out regularly. When at home, weekends are consumed with home improvement and remodeling projects. Median household income is \$67,000.

**Top Tier (5.1%)** – The residents of the wealthiest Tapestry market, *Top Tier*, earn more than three times the US household income (median household income is \$157,000). They have the purchasing power to indulge any choice, but what do their hearts' desire? Aside from the obvious expense for the upkeep of their lavish homes, consumers select upscale salons, spas, and fitness centers for their personal well-being and shop at high-end retailers for their personal effects. Whether short or long, domestic or foreign, their frequent vacations spare no expense. Residents fill their weekends and evenings with opera, classical music concerts, charity dinners, and shopping. These highly educated professionals have reached their corporate career goals. With an accumulated average net worth of over 1.5 million dollars and income from a strong investment portfolio, many of these older residents have moved into consulting roles or operate their own businesses. Married couples without children or married couples with older children dominate this market.

**Rustbelt Traditions (4.6%)** – The backbone of older industrial cities in states surrounding the Great Lakes, *Rustbelt Traditions* residents are a mix of married-couple families and singles living in older developments of single-family homes. While varied, the work force is primarily white collar, with a higher concentration of skilled workers in manufacturing, retail trade, and health care. *Rustbelt Traditions* represents a large market of stable, hard-working consumers with modest incomes (median household income is \$49,000) but above average net worth. Family oriented, they value time spent at home. Most have lived, worked, and played in the same area for years. Almost half (46%) of the households are married-couple families, similar to the US (48%), most without children (also similar to the US); the slightly higher proportion of singles reflects the aging of the population.

### Commercial Development

Retail commercial development is mostly situated along U.S. Highway 17-92, Fairbanks/Aloma Avenue and State Road 436. Winter Park Village provides a major focal point for retail shopping for the Winter Park/Maitland portion of the Orlando Metro area. This 524,000 square foot “urban village” was redeveloped in the late 1990s on the site of the Winter Park Mall. It is located on U.S. Highway 17-92, just south of Lee

Road. This open air mall has 49 stores and is anchored by Publix and Regal Cinema's Stadium 20 theatre. Other notable stores include a variety of restaurants such as Ruth's Chris Steak House, P.F. Chang's, Brio's, Mitchell's Fish House and The Cheesecake Factory. The former Dillard's store has been converted into residential "Lofts" apartments.

Grocery anchored neighborhood shopping centers are located along both U.S. Highway 17-92 and State Road 436 at or near major intersections. Additional retail commercial and service commercial development is located along Aloma Avenue, Orange Avenue and Fairbanks Avenue. The intersection of U.S. Highway 17-92 with Horatio Avenue is considered the city center of Maitland, and is under construction with a mixed-use apartment and ground floor retail commercial around structured parking. Most of the properties in the vicinity of this signalized intersection are retail and service commercial, including several bank branches, several restaurants, a McDonald's, some professional and general offices and a Publix. The Maitland Publix is a freestanding store with supplemental retail strip stores along its U.S. Highway 17-92 frontage. A mid-rise apartment and parking structure is under construction next door to the Publix. Further south at the intersection of U.S. Highway 17-92 and Fairbanks Avenue is another anchored Publix shopping center known as Hollianna Plaza.

At the intersection of Lee Road and U.S. Highway 17-92 is a recently completed Whole Foods Market and Nordstrom Rack, which is located across the street from the Ravadauge development. Over 70 acres in the northwest quadrant of Lee Road and U.S. Highway 17-92 has been assembled by developer Dan Bellows over the past 15 years. This very large mixed-use project, named "Ravadauge," will have a multi-year build-out schedule and is proposed to include retail commercial, office, apartments and/or condominiums and a hotel site. A 12,000 square foot Miller's Ale House has been built on the hard corner of Lee Road and U.S. Highway 17-92 as Ravadauge's first occupant. A retail first floor/office second floor strip is just north of the Miller's Ale House. Two mid-rise apartment projects were recently approved (a 268 unit, seven-story apartment building and a 278 unit, five-story apartment building) in Ravadauge, one of which is under construction by Bainbridge.

Epoch properties is presently building Maitland Station, a 293 unit apartment project, on the site just north of Maitland's SunRail commuter rail station. The property will have a mix of one, two and three-bedroom units in a five-story mid-rise building.

The most active retail commercial redevelopment area is the U.S. Highway 17-92 corridor from Lee Road south to Fairbanks Avenue. A Trader Joe's anchored neighborhood shopping center opened in 2014. A sister retail development was recently completed and is across the street from Trader Joe's in a redevelopment of the Mount Vernon Inn motel site known as Lakeside Crossing which consists of a \$25 million boutique retail center which includes 7,473 square feet of nationally franchised retail and restaurant space plus a two-level, 315 space parking garage. Three major restaurants anchor this development: Bulla (A Spanish tapas Gastrobar), Chuy's Tex-Mex and Kona Grill. These two developments have ignited additional retail commercial redevelopment along U.S. Highway 17-92 south of Winter Park Village to Fairbanks Avenue and to Orange Avenue, including an Orchard Supply hardware store (a subsidiary of Lowe's) under construction two blocks north of Orange Avenue.

Another mixed-use development is planned for the 70+ acre Maitland Concourse North property along the north side of Maitland Boulevard between Interstate 4 and U.S. Highway 17-92. This development will include a 350 unit apartment and townhome project in two and three story buildings fronting Lake Hope. It is also proposed for The Shoppes, a 130,000-square-foot shopping center featuring a specialty grocer, trendy shops, a coffee house, and casual and upscale restaurants in an environment that includes outdoor seating areas, gathering spaces and pocket parks.

Additional recent development along West Fairbanks Avenue in the southwest portion of the defined neighborhood consists of the Four Rivers Smokehouse restaurant, Lombardi's Seafood, a new McDonald's and the Winter Park Urgent Care. There is new development taking place along Fairbanks Avenue, U.S. Highway 17-92, Lee Road, Orange Avenue and other roads extending off of these major roads. The new developments are primarily teardowns of older existing commercial/industrial structures that are at the end of their economic lives as the underlying land in the area has increased to the point the improvements have no contributory value.

Retail store rents in the Winter Park market are some of the highest rents in all of Orlando; therefore, as the economy improves, new development becomes feasible.

Downtown Winter Park is known for its upscale shops, boutiques and restaurants along Park Avenue. Although still popular for its pedestrian ambiance, Park Avenue shops have been squeezed by newer retail development with superior parking, such as Winter Park Village.

The State Road 436 corridor north of University Boulevard is mostly retail commercial; transitions from retail to general office intermixed with apartments near Hanging Moss Road; and then becomes general commercial from the subject property south to the retail commercial district at State Road 50. Several automobile dealerships are located along State Road 436. Significant retail and service commercial development is also located along Aloma Avenue within the defined neighborhood. Aloma Avenue features several neighborhood shopping centers, notably anchored by Whole Foods and a recently-rebuilt and expanded Publix; as well as a variety of restaurants and service commercial development.

The southeast edge of the neighborhood is a light manufacturing and industrial area east of State Road 436 along Forsyth Road.

Winter Park has its own concentration of professional office buildings, mostly within a few blocks of Park Avenue and Aloma/Fairbanks Avenue. Morse Boulevard parallels Fairbanks Avenue and has long featured a cluster of office and condominium office buildings between Park Avenue and U.S. Highway 17-92. One of the first speculative professional office buildings constructed since the Great Recession is located on Morse Boulevard at Denning Drive and is known as Heritage Park and is achieving rents in excess of \$30 per square foot.

In addition to professional office, there are medical office districts clustered around Florida Hospital Orlando, located southwest of the defined neighborhood; and around Florida Hospital Winter Park near the intersection of Aloma Avenue and Lakemont Avenue in the south central portion of the defined neighborhood.

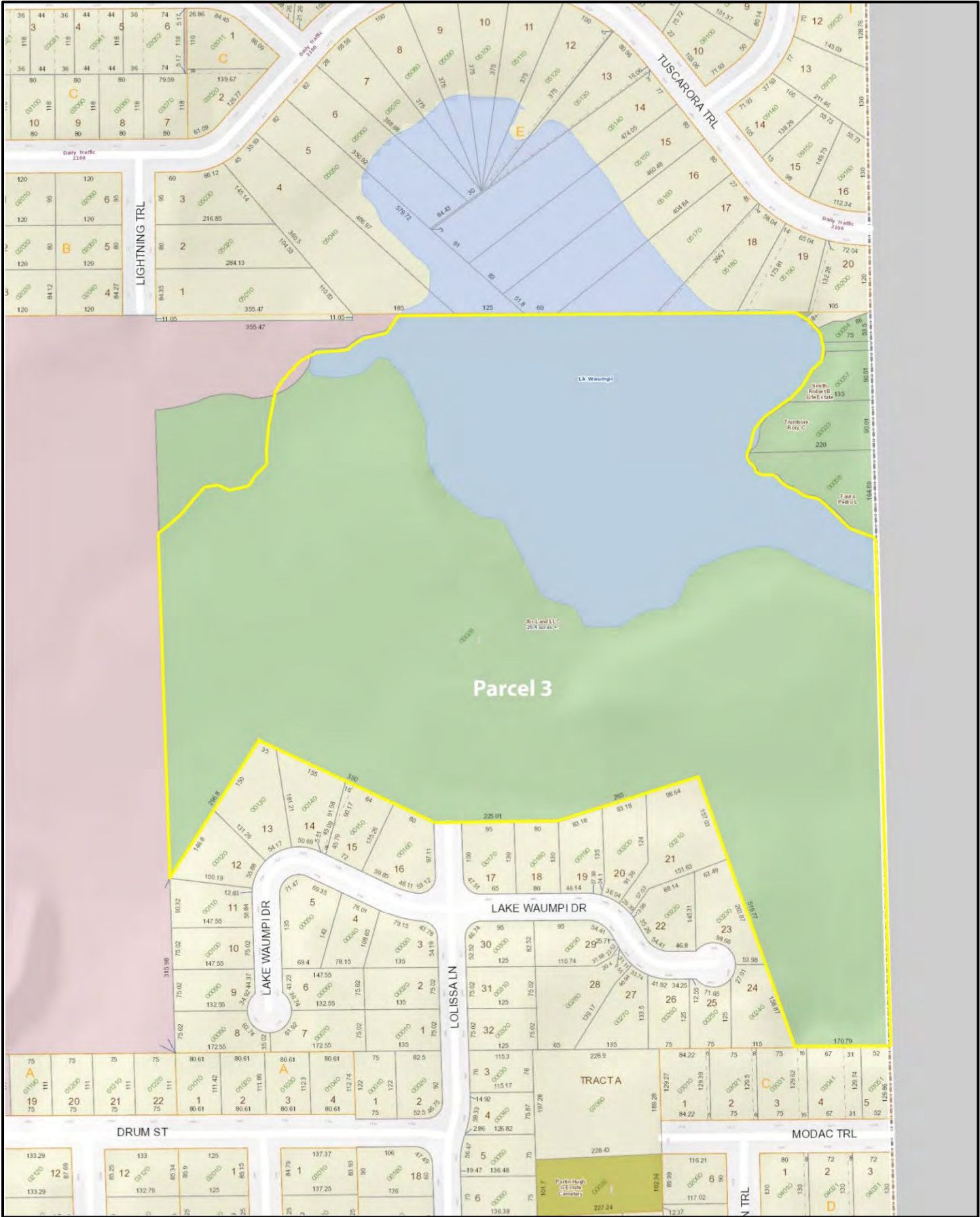
Based on information on the CCIM STDBonline.com web site, there are 5,583 business establishments within the defined neighborhood, with a daytime total of 54,450 employees (2017). Major employment by NAICS codes are construction (5%); retail trade (14%); finance, insurance and real estate (11%); professional and tech services (15%); health care (15%) and food services & drinking places (9%) of the 57,679 employee total. Health Care & Social Assistance represents 8,258 jobs; Professional, Scientific and Tech Services represent another 8,150 jobs.

Comparing the 49,114 employed residents to the 54,450 jobs within the defined neighborhood, illustrates that this suburban area is fairly balanced as both an employment center and suburban bedroom community. Commuters also have good access to employment centers in downtown Orlando, its suburbs and the attractions in the southwest portion of the metro area.



The map displays a residential development plat for Temple Trail. It is divided into two main sections, Parcel 1 and Parcel 2, which are outlined in yellow. The development is bounded by Temple Trl to the north and east, and Cove Trl to the south. The map shows numerous lots, each with a number and an acreage value. For example, in Parcel 1, lots 1 through 16 are shown with acreages ranging from 0.11 to 0.37. In Parcel 2, lots 1 through 16 are also shown, with acreages ranging from 0.11 to 0.37. The map also includes surrounding areas such as Winter Park, which is outlined in red, and various LLCs (Limited Liability Companies) such as Jac Land LLC, City Of Winter Park, and Temple Trail Office Bldg. The map is a detailed plat map, showing the layout of the development and the surrounding area.

PARCEL 3 DIMENSIONS (TAX MAP)





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## SITE DATA

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### Location

The subject property is located off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi in the cities of Winter Park and Maitland in Orange County, Florida. The site addresses of Parcels 1, 2 and 3 per tax roll consists of 2994 Temple Trail, 2895/2941 Temple Trail and 2981 Lolissa Lane, Winter Park, Florida 32789. Parcels 4 and 5 have no apparent legal access, hence no street addresses, in Maitland, Florida 32751. The property is located at Longitude - 81.337965 West and Latitude 28.628507 North. The subject property is in Census Tracts 156.02 and 157.02 Orange County, Florida.

### Area and Dimensions

No surveys were available for the five parcels comprising the subject property. The configurations of Parcels 1, 2, 4 and 5 shown on the county tax parcel map conform with the recorded legal descriptions, so we have relied upon the county tax roll/GIS estimates for the size of these parcels, for valuation purposes. Parcel 3 is the exception: the county is showing 26.4 acres; however, the configuration shown on the tax map inaccurately (per the legal description) includes a small area north of Howell Creek as well as a short 20' sliver protruding east from Lake Waumpi. Using GIS digital mapping, we estimate that Parcel 3's legal description contains 25.5 acres of which 7.3 acres is submerged lake bottom or creek bottom. We believe and assume that the subject's parcel sizes we have used herein are sufficiently accurate for valuation purposes. The five non-contiguous parcels comprising the subject property contain 54.8 gross acres, consisting of 47.5 of wetlands plus 7.3 acres of submerged lake bottom and creek bottom. Parcel 1 contains 7.1 acres of wetlands. It extends west from Temple Trail and then wraps along the rear of a couple dozen single family homes as a wooded conservation area. Parcel 2 contains 9.9 acres of wetlands and has legal access via a 10' strip extending east from Temple Trail. It also wraps behind a couple dozen single family homes, but also includes shrubbed areas on both sides of Howell Creek. Parcel 3 contains 25.5 acres, of which 18.2 acres are wetlands and 7.3 acres are submerged lake or creek bottom. This parcel is situated north of the Dommerich Forest subdivision south of Howell Creek and includes much of Lake Waumpi. Its legal access is via the stubbed end of Lolissa Lane. Parcel 4 contains 3.4 acres of wetlands. It is located just south of N. Thistle Lane but has no apparent legal access. This parcel is a wooded conservation area behind several single family homes in the Cove Colony subdivision. Parcel 5 contains 8.9 acres of wetlands. It likewise has no apparent legal access and is located just north of Howell Branch Road behind a City of Winter Park retention pond. Howell Creek runs through the southeasterly portion of this wooded wetland.

### Topography

We were not provided a topographical survey of the subject property but based on our inspection of the property and review of topographical maps on USGS' The National Map <viewer/nationalmap.gov>, elevations for the subject property reportedly range from a low of about 60' above mean sea level (MSL) to a high of about 66' above mean sea level. The National Map indicates that Parcels 1, 4 and 5's elevations are generally at or below FEMA's 67' MSL flood plain elevations; and that Parcel 2 and 3's elevations are generally at or below FEMA's 63' MSL flood plain elevations.

### Drainage

The five parcels comprising the subject property are several feet below road grade, in the flood plain and are designated as likely wetlands by the USFWS National Wetlands Inventory map.

### Hazardous or Toxic Materials

No hazardous or toxic materials were observed and none came to our attention. An environmental audit was not provided on the subject properties and we are not expert in matters concerning the environmental integrity of the sites. Please refer to Item 12 of the "General Assumptions" of this appraisal for a full disclaimer.

### Soil Condition/Types

Nearly all of the subject's underlying soils are classified by the USDA Soils Survey as Samsula muck. Samsula soils are classified as hydric, which is a wetlands indicator. The Samsula series consists of very deep, very poorly drained, rapidly permeable soils that formed in moderately thick beds of hydrophytic plant remains and are underlain by sandy marine sediments. These soils are in swamps, poorly defined drainageways and flood plains.

## **SITE DATA (CONT'D)**

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The water table is at or above surface of the soil except during extended dry periods. We assume no responsibility for hidden or unapparent conditions beyond our expertise as appraisers.

### **Utilities and Support Services**

All public utilities are available for Parcels 1, 2 and 3. Water services are provided by City of Winter Park; Sewer service is provided by City of Winter Park; Electricity is provided by City of Winter Park; and Police and Fire Protection is provided by City of Winter Park. Parcels 4 and 5 are in the City of Maitland for water and sewer service; however, since both parcels are landlocked, utility lines (water/sewer/electric) are not directly available.

### **Easements and Encroachments**

No surveys or title search were provided to us. We examined the recorded plats of adjoining subdivisions, and all of them showed the abutting subject property as "not platted", i.e. not specifically dedicated as conservation areas or under a formal conservation easement, insofar as the platted subdivisions. We did note that the plat of "Dommerich Forest" (Plat Book 3, Page 131) shows a 30' drainage easement extending northeasterly into Lake Waumpi from the stubbed end of Lolissa Lane.

### **Access and Street Improvements**

Parcel 1 has 211.39' frontage on the west side of Temple Trail. Parcel 2 has no road frontage, per se, but does have legal access via a 10' x 130' strip on the east side of Temple Trail. Temple Trail is a minor collector road serving the residential subdivisions north of Howell Branch Road, connecting to Tuscarora Trail. Annual average daily traffic counts are 4,400 vehicles per day.

Parcel 3 has legal access via the stubbed north end of Lolissa Lane. Lolissa Lane is an internal road in the Dommerich Forest residential subdivision.

Parcels 4 and 5 have no road frontage and do not appear to have legal access.

### **Surrounding Land Uses**

Parcel 1 adjoins a larger wetland/passive recreation area owned by the city of Maitland to the north and west; and backs up to single family residences to the south and east. Parcel 4 adjoins the same wetland/passive recreation area to the east; and backs up to single family residences to the south and west. Parcel 2 backs up to single family residences to the north, south and west; and adjoins the city of Winter Park's Public Works Department compound and Winter Park Police Department's gun range to the east.



## HIGHEST AND BEST USE ANALYSIS

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In order for a property to be at its highest and best use, it must be reasonably probable, legally permissible, physically possible, financially feasible and maximally productive. Consideration must be given to the individual characteristics of the land such as size, shape, accessibility, location and availability of necessary utilities. Specific attention must be directed toward the legal and permissible use and any probable modifications of that use. Finally, consideration must be given to the surrounding land uses and the current and future demand for property in the real estate market.

We have concluded that the highest and best use of these wetlands parcels is for continued use as a privacy amenity for the abutting residences, conservation and/or passive recreation, such as a nature preserve.

### **As Vacant**

#### **Legally Permissible**

Parcels 1, 2 and 3 are predominately zoned PR, Parks and Recreation by the City of Winter Park and their future land use designation is Open Space Recreation with a Conservation Overlay. The south end of Parcel 2 is zoned R-2, Low Density Residential District. Permitted uses in this zoning are single-family residences, duplexes, principal dwellings and cottage dwellings.

The purpose of a Parks and Recreation district is to insure that areas of the city are preserved for park, open space, and recreational purposes for the benefit of the residents or maintained as open space due to their environmental sensitivity and benefit to the overall environment whether publicly or privately owned. This zoning is consistent with its Open Space and Recreation Future Land Use designation, which accommodates land used for either passive or active recreation and land left in its natural state for environmental or conservation reasons. The R-2 zoning in the south portion of Parcel 2 is inconsistent with this Future Land Use designation.

Parcels 4 and 5 are zoned RS-1, Single Family Residential by the City of Maitland and their future land use designation is Conservation. The RS-1 Single Family Residential zoning district allows single family dwellings and requires 15,000 square foot minimum lot size. This residential zoning classification is inconsistent with their Conservation Future Land Use, which generally requires wetlands in these areas to be protected as conservation areas.

#### **Physically Possible**

The five non-contiguous parcels comprising the subject property contain 54.8 gross acres, consisting of 47.5 of wetlands plus 7.3 acres of submerged lake bottom and creek bottom. Parcel 1 contains 7.1 acres of wetlands. It extends west from Temple Trail and then wraps along the rear of a couple dozen single family homes as a wooded conservation area. Parcel 2 contains 9.9 acres of wetlands and has legal access via a 10' strip extending east from Temple Trail. It also wraps behind a couple dozen single family homes, but also includes shrubbed areas on both sides of Howell Creek. Parcel 3 contains 25.5 acres, of which 18.2 acres are wetlands and 7.3 acres are submerged lake or creek bottom. This parcel is situated north of the Dommerich Forest subdivision south of Howell Creek and includes much of Lake Waumpi. Its legal access is via the stubbed end of Lolissa Lane. Parcel 4 contains 3.4 acres of wetlands. It is located just south of N. Thistle Lane but has no apparent legal access. This parcel is a wooded conservation area behind several single family homes in the Cove Colony subdivision. Parcel 5 contains 8.9 acres of wetlands. It likewise has no apparent legal access and is located just north of Howell Branch Road behind a City of Winter Park retention pond. Howell Creek runs through the southeasterly portion of this wooded wetland. The National Map indicates that Parcels 1, 4 and 5's elevations are generally at or below FEMA's 67' MSL flood plain elevations; and that Parcel 2 and 3's elevations are generally at or below FEMA's 63' MSL flood plain elevations. Nearly all of the subject's underlying soils are classified by the USDA Soils Survey as Samsula muck. Samsula soils are classified as hydric, which is a wetlands indicator. The Samsula series consists of very deep, very poorly drained, rapidly permeable soils that formed in moderately thick beds of hydrophytic plant remains and are underlain by sandy marine sediments. These soils are in swamps, poorly defined drainageways and flood plains. The water table is at or above surface of the soil except during extended dry periods. We assume no responsibility for hidden or unapparent conditions beyond our expertise as appraisers.

The five parcels comprising the subject property are several feet below road grade, in the flood plain and are designated as likely wetlands by the USFWS National Wetlands Inventory map. These parcels are generally unsuitable for vertical improvements; however, they could accommodate elevated boardwalks and limited nature trail improvements on pole foundations.

### **Economically Feasible**

Parcels 1, 4 and 5 are part of a larger wetlands complex; Parcels 2 and 3 are largely in Howell Creek's floodway, as is the south portion of Parcel 5. The alteration of this class of wetlands is strongly discouraged by the U.S. Army Corps of Engineers, state of Florida Department of Environmental Protection and St. Johns River Water Management District. The wooded wetlands comprising Parcels 1 and 4, much of Parcel 2 and the south portion of Parcel 3 act as a privacy amenity inuring to the benefit of the abutting residences.

### **Conclusion – As Vacant**

We have concluded that the highest and best use of these wetlands parcels is for continued use as a privacy amenity for the abutting residences, conservation and/or passive recreation, such as a nature preserve.

## VALUATION PROCEDURE

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The valuation of real estate lends itself to the application of the three traditional approaches to value including the Cost Approach, the Income Approach and the Sales Comparison Approach.

The Cost Approach analyzes the relationship between value and cost as perceived by the investor. By applying this technique, the appraiser tends to estimate the difference in worth to a buyer between the property being appraised and a newly constructed site with similar utility. The application of this approach involves estimating a number of individual components such as land value, reproduction or replacement costs, entrepreneurial profit, and accrued depreciation. This technique is most applicable when appraising relatively new construction with a limited amount of accrued depreciation; however, it is also useful (but less effective) when appraising older structures.

The Sales Comparison Approach involves a detailed analysis and comparison of similar properties that recently sold in a similar or competitive market. When reduced to an appropriate unit of comparison, these transactions can be adjusted for pertinent differences such as time, market conditions, financing, location and/or physical characteristics. If a sufficient number of sales are available, the resulting value indication is a reflection of the price a buyer is willing to pay for a property exhibiting characteristics similar to the subject. The interpretation of a number of indications of market price should lead to a logical estimate of market value.

The Income Approach is based on the premise that a prudent investor would pay no more for the subject property than for another investment with similar risk and return characteristics. Since the value of an investment can be considered equal to the present worth of anticipated future benefits in the form of dollar income or amenities, this approach estimates the present value of the net income that the property is capable of producing. This amount is capitalized at a rate reflecting risk to the investor and the amount of income necessary to support debt service for the mortgage requirement.

The scope of this appraisal included an inspection of the subject property as well as the surrounding community. Using various databases and talking with buyers, sellers, brokers and developers, we researched the local market area for land sales that were considered similar to the subject and in similar locations to the subject. We researched land sales with similar zoning, size, location, and future land use as well as analyzed demographics and land use trends of the subject neighborhood to determine the highest and best use of the subject property. Because the subject consists of vacant land, only the Land Sales Comparison Approach has been developed in this report. This research found five land sales useful for developing the Land Sales Comparison Approach. Using these sales we determined the value of the subject under its highest and best use as of our date of valuation.



## LAND SALES COMPARISON APPROACH

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The Land Sales Comparison Approach is based upon the principle of substitution, which states that an informed purchaser will not pay more for a property than he would for a similar, equally desirable property. In the Land Sales Comparison Approach, recent land sales are compared to the subject property and adjusted for differences. The resulting value indications are then weighted as to similarity with the subject property and a single value indication is concluded. The primary search parameters for comparable sales, to value the subject property, were location, physical condition, size/shape, zoning and highest and best use.

The five non-contiguous parcels comprising the subject property contain 54.8 gross acres, consisting of 47.5 of wetlands plus 7.3 acres of submerged lake bottom and creek bottom.

Although wetlands provide some privacy and view amenity, this contributory value inures to the lots and homes abutting the amenity, and less so to the wetlands themselves. Because of their role in natural stormwater storage (i.e., typically flooded) combined with generally mucky soils, wetlands are not buildable/developable, per se. Accordingly, wetlands have minimal direct use and so are a “limited market” property, meaning that there are relatively few potential buyers at a particular time.

To value the subject property, we have searched the Greater Orlando metro area for wetland sales similar in size, topography, zoning, location and highest and best use relative to the subject property that would likely appeal to the same buyer as would the subject. Practically all of the sales we found which included wetlands were motivated by (and implicit in the sale price of) adjoining usable uplands, to which the wetlands were an afterthought. We also found quite a few “tax deeds” of wetlands resulting from their respective owner’s tiring of paying real estate taxes on properties with little practical use.

We did find a handful of arm’s length wetland sales useful for our analysis. The most comparable sales are detailed below in write-ups are followed by a location map showing the location of these sales relative to the subject property.

## LAND SALE NO. 1

### LOCATION DATA

**Record Number:** 636  
**Property Name:** Wetland Little Wekiva River  
**Address:** cart path off Alaqua Drive  
Longwood, Seminole County  
FL 32779  
**Long/Lat:** W81.408160/N28.749321  
**MSA:** Orlando-Kissimmee-Sanford  
**Location:** wetlands west of Alaqua Golf Course  
**Tax Parcel No.:** 15-20-29-5KW-0K00-0000



### SALES DATA

**Sale Date:** March 14, 2016  
**Days on Market:** Unknown  
**Sale Price:** \$10,000  
**Grantor:** Alaqua Group, LLLP  
**Grantee:** Steven DeMoor  
**OR Book / Page:** 8650/1465  
**Property Rights:** Fee simple  
**Conditions of Sale:** Arm's length  
**Financing:** Cash  
**Verification:** Public Records and left message for Steven DeMoor, Grantee (800-243-6899) by Frank Schieber. April 15, 2016.  
**Three Year History:** No recent transactions

### SITE DATA

<b>Property Use:</b>	Wetlands	<b>Gross Acres:</b>	5.250
<b>Specific Use:</b>	Wetlands	<b>Gross SF:</b>	228,690
<b>Primary Frontage:</b>	None	<b>Usable Acres:</b>	5.250
<b>Second Frontage:</b>	None	<b>Usable SF:</b>	228,690
<b>Amenity Frontage:</b>	Little Wekiva River	<b>Shape:</b>	Irregular
<b>Access/Exposure:</b>	12' golf cart trail easement/None	<b>Utilities:</b>	Available, not at site
<b>Topography:</b>	Wetlands in flood plain	<b>Retention:</b>	On-site
<b>Zoning:</b>	PD, Planned Development (fmrly Riverwalk PD)		
<b>Land Use:</b>	Planned Development, Seminole Co.		
<b>Site Description:</b>	This irregular wetland strip ranges from 60' up to 350' wide and extends approximately 1,400' west to the Little Wekiva River from Alaqua's golf course. The non-exclusive access easement to the property is via a trail (up to 12' wide; green line on aerial) off of a cart path. Vehicular access is restricted to golf cart sized light Utility Terrain Vehicle (UTV, such as a John Deere "Gator").		

### ANALYSIS

<b>Price / Gross Acre:</b>	\$1,905	<b>Price / Gross SF:</b>	\$0.04
<b>Price / Usable Acre:</b>	\$1,905	<b>Price / Usable SF:</b>	\$0.04

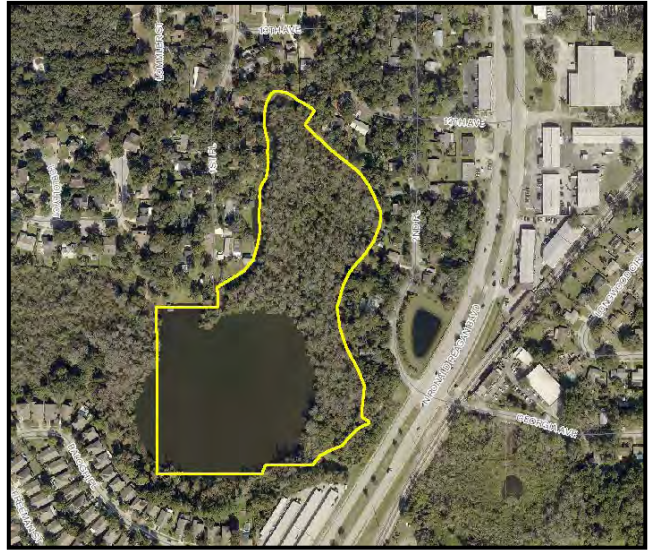
### COMMENTS:

This parcel was purchased for private recreational use from the developers of the Alaqua subdivision. It is sandwiched between state land holdings of the Lower Wekiva River Preserve State Park.

## LAND SALE NO. 2

### LOCATION DATA

**Record Number:** 638  
**Property Name:** Wetland East Lake Longwood  
**Address:** south end of 1st Place  
Longwood, Seminole County  
FL 32750  
**Long/Lat:** W81.344664/N28.707874  
**MSA:** Orlando-Kissimmee-Sanford  
**Location:** Wetlands, canal and small lake  
(East Lake) between 1st Place and  
2nd Place  
**Tax Parcel No.:** 32-20-30-506-0U00-0000



### SALES DATA

**Sale Date:** January 30, 2013  
**Days on Market:** Direct  
**Sale Price** \$1,800  
**Grantor:** Katharine Tapers Wallingford,  
executor of estate of Alma  
Entzminger Tapers  
**Grantee:** Richard Michael Schreffler and  
Pamela Hicks Schreffler  
**OR Book/Page:** 7960/737  
**Property Rights:** Fee simple  
**Conditions of Sale:** Arm's length, estate  
**Financing:** Cash  
**Verification:** Public Records; Unable to verify (no listed phone numbers) by Frank Schieber. April 18, 2016.  
**Three Year History:** No recent transactions

### SITE DATA

<b>Property Use:</b>	Wetlands	<b>Gross Acres:</b>	9.000
<b>Specific Use:</b>	Wetlands	<b>Gross SF:</b>	392,040
<b>Primary Frontage:</b>	stubbed end of 1st Place	<b>Usable Acres:</b>	9.000
<b>Second Frontage:</b>	None	<b>Usable SF:</b>	392,040
<b>Amenity Frontage:</b>	East Lake	<b>Shape:</b>	Irregular
<b>Access/Exposure:</b>	Residential street/None	<b>Utilities:</b>	Available
<b>Topography:</b>	Wetlands in flood plain	<b>Retention:</b>	On-site
<b>Zoning:</b>	Conservation		
<b>Land Use:</b>	Conservation, City of Longwood		
<b>Site Description:</b>	This parcel contains approximately 9 acres of wooded wetlands together with lake bottom in a small lake (East Lake) and a canal along the rear of approximately a dozen residences.		

### ANALYSIS

<b>Price/Gross Acre:</b>	\$200	<b>Price/ Gross SF:</b>	\$0.00
<b>Price/Usable Acre:</b>	\$200	<b>Price/Usable SF:</b>	\$0.00

### COMMENTS:

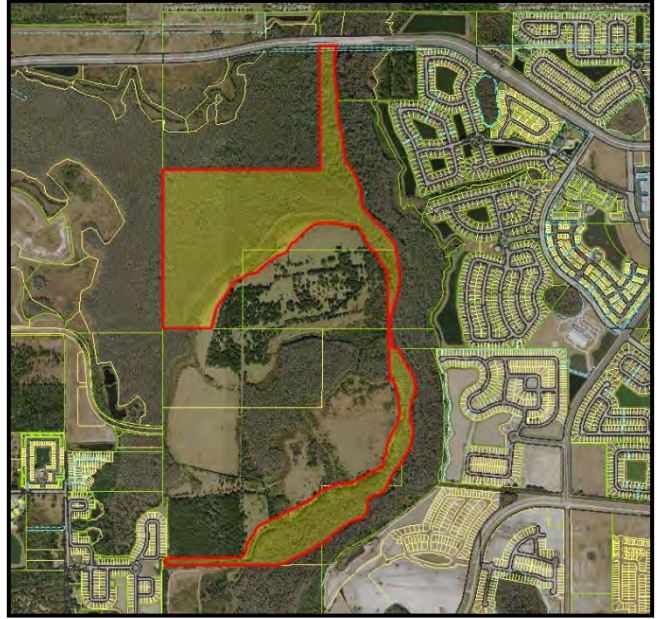
The grantee owns a home on the north edge of East Lake. In order to add a dock and boathouse, the grantee purchased the lake bottom and wetlands, which were still owned by the subdivision's developer (and had ended up in the estate of the developer's widow).



## LAND SALE NO. 3

### LOCATION DATA

**Record Number:** 637  
**Property Name:** Wetland Shingle Creek Regional Trail  
**Address:** Babb Road  
Kissimmee, Osceola County  
FL 34746  
**Long/Lat:** W81.453171/N28.340000  
**MSA:** Orlando-Kissimmee-Sanford  
**Location:** Osceola Pkwy bridge south along and west of Shingle Creek  
**Tax Parcel No.:** 06-25-29-4110-0001-0130 and 07-25-29-0000-0036-0000



### SALES DATA

**Sale Date:** June 6, 2014  
**Days on Market:** Direct  
**Sale Price:** \$1,550,000  
**Grantor:** Myron M. Miller, Trustee of The Osceola Development Trust  
**Grantee:** Osceola County  
**OR Book/Page:** 4623/1214  
**Property Rights:** Fee simple  
**Conditions of Sale:** Arm's length  
**Financing:** Cash  
**Verification:** Public Records and Rob Miller, Grantor (in person) by Angie Brown. March 18, 2016.  
**Three Year History:** No recent transactions

### SITE DATA

<b>Property Use:</b>	Wetlands	<b>Gross Acres:</b>	217.810
<b>Specific Use:</b>	Wetlands	<b>Gross SF:</b>	9,487,804
<b>Primary Frontage:</b>	access strip to Babb Road	<b>Usable Acres:</b>	217.810
<b>Second Frontage:</b>	None	<b>Usable SF:</b>	9,487,804
<b>Amenity Frontage:</b>	Shingle Creek	<b>Shape:</b>	Irregular
<b>Access/Exposure:</b>	One-lane rural road/None	<b>Utilities:</b>	Available
<b>Topography:</b>	Wetlands in flood plain	<b>Retention:</b>	On-site required
<b>Zoning:</b>	CT, Tourist Commercial		
<b>Land Use:</b>	Tourist Commercial, Osceola Co.		
<b>Site Description:</b>	This irregular parcel consists of wooded wetlands, which encircle uplands retained by the developer/seller. This sale includes wetlands along and west of Shingle Creek. The access strip from Babb Road adjoins an existing county-owned park.		

### ANALYSIS

<b>Price/Gross Acre:</b>	\$7,116	<b>Price/ Gross SF:</b>	\$0.16
<b>Price/Usable Acre:</b>	\$7,116	<b>Price/Usable SF:</b>	\$0.16

### COMMENTS:

This purchase is a key parcel of Osceola County's Shingle Creek Regional Park project. It ties together other county wetland holdings along Osceola Parkway and Shingle Creek. This property will be used to extend a pedestrian/bike trail along Shingle Creek. It also provides a much needed linkage and tie-in to Orange County's Shingle Creek Trail north of Osceola Parkway.

## LAND SALE NO. 4

### LOCATION DATA

**Record Number:** 639  
**Property Name:** Wetland Lake Mabel  
**Address:** 9064 Winter Garden Vineland Road  
Orlando, Orange County  
FL 32836  
**Long/Lat:** W81.536265/N28.433104  
**MSA:** Orlando-Kissimmee-Sanford  
**Location:** SR 535 at Penny Lane  
**Tax Parcel No.:** 05-24-28-5844-00-090 and -091

### SALES DATA

**Sale Date:** August 23, 2013  
**Days on Market:** Direct  
**Sale Price:** \$50,000  
**Grantor:** Victoria Equities, Inc.  
**Grantee:** Lake Buena Vista Estate, LLC  
**OR Book / Page:** 10628/1862  
**Property Rights:** Fee simple  
**Conditions of Sale:** Arm's length  
**Financing:** Cash  
**Verification:** Public Records and Wayne Rich, grantor (407-649-4205) by Frank Schieber. April 18, 2016.  
**Three Year History:** No recent transactions



### SITE DATA

<b>Property Use:</b>	Wetlands	<b>Gross Acres:</b>	36.500
<b>Specific Use:</b>	Wetlands	<b>Gross SF:</b>	1,589,940
<b>Primary Frontage:</b>	420' both sides SR 535	<b>Usable Acres:</b>	36.500
<b>Second Frontage:</b>	None	<b>Usable SF:</b>	1,589,940
<b>Amenity Frontage:</b>	Lake Mabel	<b>Shape:</b>	Irregular
<b>Access/Exposure:</b>	Median divided collector/Good	<b>Utilities:</b>	Available, but well/septic required
<b>Topography:</b>	Wetlands in flood plain	<b>Retention:</b>	On-site required
<b>Zoning:</b>	R-CE, Rural Country Estate		
<b>Land Use:</b>	Rural, Orange Co.		
<b>Site Description:</b>	Most of this property is west of SR 535 with two segments fronting Lake Mabel. The seller recalled that there was some isolated uplands surrounded by the wetlands, but that it would have been prohibitively expensive to mitigate buildable access to them. There is also a 0.55 acre sliver of wetlands located on the east side of SR 535 included in this transaction. The 36.5 acres excludes a small amount of lake bottom.		

### ANALYSIS

<b>Price/Gross Acre:</b>	\$1,370	<b>Price/ Gross SF:</b>	\$0.03
<b>Price/Usable Acre:</b>	\$1,370	<b>Price/ Usable SF:</b>	\$0.03

### COMMENTS:

These wetlands were left over from an adjoining subdivision developed years ago by the seller. A broker representing the buyer contacted the seller "out of the blue" and presented an offer to purchase, which the seller accepted.



## LAND SALE NO. 5

### LOCATION DATA

**Record Number:** 909  
**Property Name:** Reedy Creek Wetlands  
**Address:** xxxx S Poinciana Blvd  
Davenport, Osceola County  
FL 33896  
**Long/Lat:** W81.468248/N28.187915  
**MSA:** Orlando-Kissimmee-Sanford  
**Location:** W/S Poinciana Blvd. at Reaves Road  
**Tax Parcel No.:** 26-28-6170-000D-0010, -000E-0010, -000F-0010, -000G-0010, -000H-0010 and -000H-0015

### SALES DATA

**Sale Date:** January 24, 2017  
**Days on Market:** Direct  
**Sale Price:** \$300,000  
**Grantor:** MQK Group of Companies, LLC  
**Grantee:** Osceola County Investment, LLC  
**OR Book/Page:** 5090/1771  
**Property Rights:** Fee simple

**Conditions of Sale:** Arm's length  
**Financing:** Cash  
**Verification:** Public Records and Aamir Kahn, Grantor (407-668-1196) by Frank Schieber. July 14, 2017.  
**Three Year History:** Essentially a "flip", seller acquired all/part\* of property from Natural Florida Ecosystems, Inc. on 12/29/2016 for \$67,500 (OR 5087/1618)



### SITE DATA

<b>Property Use:</b>	Wetlands	<b>Gross Acres:</b>	85.880
<b>Specific Use:</b>	Wetlands	<b>Gross SF:</b>	3,740,933
<b>Primary Frontage:</b>	1,000' S. Poinciana Blvd.	<b>Usable Acres:</b>	5.000
<b>Second Frontage:</b>	None	<b>Usable SF:</b>	217,800
<b>Amenity Frontage:</b>	None	<b>Shape:</b>	Fragmented, irregular
<b>Access/Exposure:</b>	Partial - see comments/Collector road	<b>Utilities:</b>	All available
<b>Topography:</b>	Significantly below road grade	<b>Retention:</b>	On-site required
<b>Zoning:</b>	PD, Planned Development		
<b>Land Use:</b>	Conservation, Osceola Co.		
<b>Site Description:</b>	This sale includes some nine, non-contiguous parcels, some of which have road frontage and others with none. The property is wooded wetlands except for a shallow strip of about five fragmented acres of upland fronting Poinciana Boulevard. The entire property is in the flood plain, and the west half of the property is in a floodway for Reedy Creek.		

### ANALYSIS

<b>Price/Gross Acre:</b>	\$3,493	<b>Price/ Gross SF:</b>	\$0.08
<b>Price/Upland Acre:</b>	\$60,000	<b>Price/ Usable SF:</b>	\$1.38

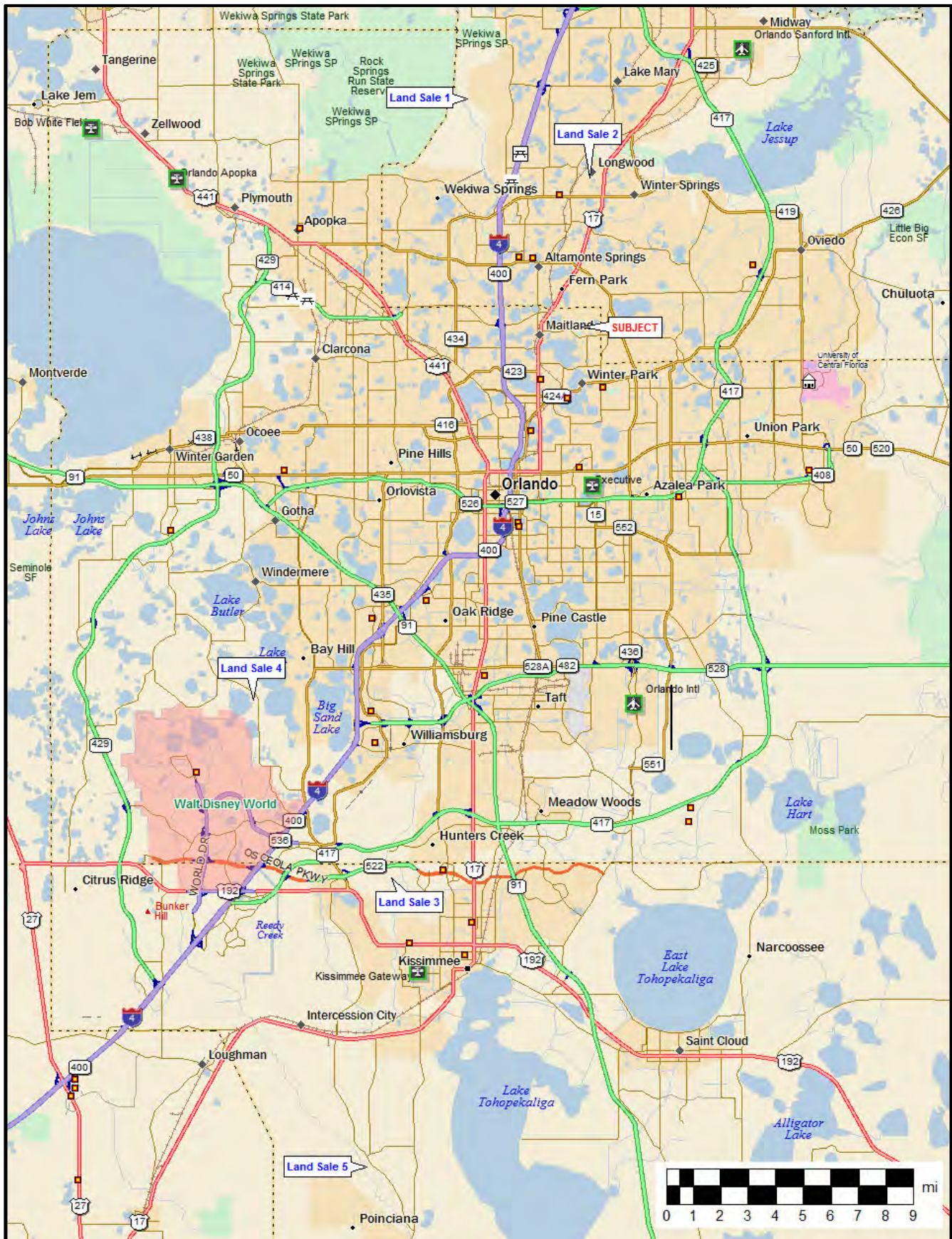
### COMMENTS:

History cont'd (\*legals don't match), who in turn had acquired it for \$300,000 in 2006.

Per the seller, the buyers purchased this property as an investment and in the hope that they can eventually sell the frontage as additional right-of-way for a planned widening of Poinciana Boulevard.



# LAND SALES LOCATION MAP



LAND SALES COMPARISON APPROACH SUMMARY						
PROPERTY DETAILS	Subject	Land Sale No. 1	Land Sale No. 2	Land Sale No. 3	Land Sale No. 4	Land Sale No. 5
Location	off Temple Trail north of Howell Branch Road, along Howell Creek and Lake Waumpi	Wetlands west of Alaqua Golf Course	Wetlands, canal and small lake (East Lake) between 1st Place and 2nd Place	Osceola Pkwy bridge south along and west of Shingle Creek	SR 535 at Penny Lane	Poinciana Blvd. at Reaves Road
Long/Lat	W81.337965/N28.628507	W81.408160/N28.749321	W81.344664/N28.707874	W81.453171/N28.340000	W81.536265/N28.433104	W81.46248/N28.187915
Sale Price		\$10,000	\$1,800	\$1,550,000	\$50,000	\$300,000
Sale Date		March 14, 2016	January 30, 2013	June 6, 2014	August 23, 2013	January 24, 2017
Gross Land Area (SF)	2,387,088	228,690	392,040	9,487,804	1,589,940	3,740,933
Gross Land Area (Acres)	54.80	5.25	9.00	217.81	36.50	85.88
Usable Land Area (SF)	2,069,100	228,690	392,040	9,487,804	1,589,940	3,740,933
Usable Land Area (Acres)	47.50	5.25	9.00	217.81	36.50	85.88
Utilities	Available	Available, not at site	Available	Available	Available, but well/septic required	Available
Zoning	PR, Parks & Recreation and Single-Family Residential	PD, Planned Development (fmrlly Riverwalk PD)	Conservation	CT, Tourist Commercial	R-CE, Rural Country Estate	PD, Planned Development
Land Use	Conservation and Open Space Recreation	Planned Development, Seminole Co.	Conservation, City of Longwood	Tourist Commercial, Osceola Co.	Rural, Orange Co.	Conservation, Osceola Co.
Primary Road Frontage	211.39	None	None	None	420	1,000
Secondary Road Frontage	None	None	None	None	None	None
Amenity Frontage/View	Howell Creek, Lake Waumpi	Little Wekiva River	East Lake	Shingle Creek	Lake Mabel	Reedy Creek
Price per Gross Acre		\$1,905	\$200	\$7,116	\$1,370	\$3,493
Price per Usable Acre		\$1,905	\$200	\$7,116	\$1,370	\$3,493
TRANSACTION ADJUSTMENTS						
Rights Conveyed	Fee simple	Fee simple	Fee simple	Fee simple	Fee simple	Fee simple
Adjustment		0%	0%	0%	0%	0%
Terms of Sale	Arm's length	Arm's length	Arm's length, estate	Arm's length	Arm's length	Arm's length
Adjustment		0%	0%	0%	0%	0%
Financing	Cash	Cash	Cash	Cash	Cash	Cash
Adjustment		0%	0%	0%	0%	0%
Months Since Sold	July 11, 2017	16	53	37	47	6
Adjustment		0%	0%	0%	0%	0%
Adjusted Price per Gross Acre		\$1,905	\$200	\$7,116	\$1,370	\$3,493
Adjusted Price per Usable Acre		\$1,905	\$200	\$7,116	\$1,370	\$3,493
PHYSICAL ADJUSTMENTS						
Location/ Access		0%	0%	0%	0%	0%
Topography/View		0%	0%	0%	0%	0%
Size/Shape		0%	0%	-25%	0%	0%
Zoning/Land Use		0%	0%	0%	0%	0%
Utilities		0%	0%	0%	0%	0%
Other		0%	0%	0%	0%	0%
Overall Comparability						
Overall Adjustment		0%	0%	-25%	0%	0%
Adjusted Price per Gross Acre		\$1,905	\$200	\$5,337	\$1,370	\$3,493
Adjusted Price per Usable Acre		\$1,905	\$200	\$5,337	\$1,370	\$3,493
Range of Unit Values	Per Usable Acre	Range of Values		Indicated Market Value \$166,000		
Low End of Unit Values	\$200	Low End of Values	\$9,500			
High End of Unit Values	\$5,337	High End of Values	\$253,518			
Mean of Unit Values	\$2,461	Mean of Values	\$116,898			
Indicated Unit Value	\$3,500	Indicated Value	\$166,250			



### Analysis of Land Sales

On the preceding pages, we detailed five wetland sales in Central Florida that were considered somewhat similar to the subject. For this analysis we have used the price per acre excluding lake bottom as our unit of measure. Since each sale differs from the subject to some degree, below is a discussion as to the comparability of each sale relative to the subject. To determine the appropriate adjustments for the sales, we have prepared a paired sales analysis whenever possible and applied the indicated adjustment to the differences in the sales compared to the subject site. When paired sales were not available, we used our experience and judgment in estimating appropriate quantitative adjustments for qualitative differences between the sales and the subject. Minor yet significant differences generally require 5% to 10% adjustments. Differences that have a major impact on sale price may require adjustments of 20% or more.

### Financing

All of the sales used herein were for cash or cash to seller. No adjustments for financing were required.

### Terms and Conditions of Sale

All of the sales used herein appear to be negotiated, arm's length transactions between unrelated parties. We note that Land Sale No. 2 was a "leftover" property in the estate of the developer of the adjoining subdivision (indeed, a developer of many other subdivisions as well): This estate sale is at the low end of the price per acre range compared to the other sales. We will address this apparent seller motivation in the reconciliation below. Land Sale No. 3 is a purchase by a governmental agency (in this case Osceola County). Although "arm's length", we note that this sale property represented a key component of a regional park and trail system: This sale is at the top end of the price per acre range compared to the other sales. We will address this apparent buyer motivation in the reconciliation below.

### Market Conditions

Because they are a limited market property, we have not observed much change in sale prices of wetland properties attributable to changes in market conditions. These sales occurred during the past four years. No "time" adjustments were required.

### Location/Access

Three of the wetland parcels comprising the subject property have minimal frontage, but legal access from paved minor roads; two parcels are landlocked, with no apparent legal access. Land Sale No. 4 has frontage on a busy four lane divided collector road in an area of generally upper-middle income homes, and sold for \$1,370 per acre. Land Sale No. 5 is on a two lane collector road in a semi-rural area of Osceola County with generally lower-middle income homes, and sold for \$3,493 per acre. Land Sale No. 1 has easement access off of and via a golf cart path in an area of generally upper-middle income homes, and sold for \$1,905 per acre. Since this pricing is counterintuitive considering these extreme differences in type of road frontage/access and household demographics, we conclude that as long as there is an element of legal access, road frontage and household demographics have negligible effect upon the sale price of wetlands. This is likely because wetlands are not buildable, per se, irrespective of access (or lack thereof). No adjustments for location/access were required.

### Topography/View

The parcels comprising the subject property are several feet below road grade, generally flooded and in the 100 year flood plain, and are classified as wetlands on the USFWS National Wetland Inventory map. The comparable sales are likewise several feet below (the nearest) road grade, generally flooded and in the 100 year flood plain, and are classified as wetlands on the USFWS National Wetland Inventory map. No adjustments for topography were required.

### Land Size/Shape

The subject property totals 47.5 acres of wetlands, excluding lake bottom. Parcel 1 contains 7.1 acres; Parcel 2 contains 9.9 acres; Parcel 3 contains 18.2 acres of wetlands; Parcel 4 contains 3.4 acres; and Parcel 5 contains 8.9 acres. Three of the five sales range from 5.25 to 36.5 acres of wetlands, and are considered similar in size to the subject. Land Sale No. 5 is significantly larger at 85.88 acres; Land Sale No. 3 is far larger at 217.81 acres. Although we have observed that smaller properties typically sell for higher prices per acre than larger parcels,



this relationship does not appear to be the case for wetlands (except for really large sales, say 500+ acres). No adjustments to these sales' prices per acre were required for "size" differences. Although portions of the subject property include some Howell Creek/Lake Waumpi, Land Sale No. 3 is unique in that it includes extensive portions of Shingle Creek, for which we have adjusted net downward 25%. The other comparable wetland sales benefit from their respective small lake, canal, river and creek amenities, requiring no significant net adjustment compared to the subject wetlands.

### **Zoning/Land Use**

The subject's wetlands have a Future Land Use as Conservation or Open Space and Recreation and are predominately and commensurately zoned for Parks and Recreation/Conservation. Parcels 4 and 5 and the south portion of Parcel 2 are zoned single family residential, which is inconsistent with their Future Land Use classification. The comparable sales have zoning and Future Land Use classifications ranging from Conservation and Agricultural to Tourist Commercial. Since these wetlands are not buildable/developable, per se, the underlying zoning should not affect their sale prices. Accordingly, no adjustments for zoning were required.

### **Utilities**

Since these wetlands are not buildable/developable, per se, the availability of public utilities is moot. Accordingly, no adjustments for utilities were required.

### **Conclusion of Land Value**

The adjusted values ranged from \$200 per acre of wetlands to \$5,337 per acre with an average indication of \$2,461 per acre and a median of \$1,905 per acre. Most weight was placed on Land Sales No. 1 and 5 because they are the most recent and required no adjustments, and because Land Sale No. 5 is composed of multiple parcels, like the subject. Secondary weight was placed on Land Sale No. 4, because it is most similar in overall size and required no adjustments. Least weight was placed on the two "outliers": Land Sale No. 2 sold at the low end of the range, because its seller appears to have been motivated to get this relatively insignificant property out of the estate's holdings. Land Sale No. 3 is at the other extreme: Even after adjustments, this government purchase is far above the price per acre of the other, private sector transactions. We believe that this is reflective of buyer motivation, because this sale property is a key component of a planned regional trail system also targeting "eco-tourism".

We note that the subject property is presently under contract (an "Agreement for Acquisition of Property") by the City of Winter Park for an overall \$304,500 purchase price, including real estate brokerage fees. More specifically, E.G. Bank's ownership position is under contract dated June 27, 2017 for \$75,000 plus \$3,750 in real estate commission; JBC Land LLC's ownership position is under contract dated July 10, 2017 for \$215,000 plus \$10,750 a real estate brokerage fee. This cash transaction(s) is to close 90 days subsequent to (and assuming) approval by the Board of City Commissioners of the City of Winter Park. The assembled \$304,500 purchase price reflects \$5,480 per acre for the perceived 55.57 acres; and reflects \$6,411 per acre for the subject's 47.5 acres excluding lake bottom. This assemblage price is significantly higher than the comparable sales, except for Land Sale No. 3, which also was a purchase by a motivated governmental entity. We note that the subject parcels have not been openly marketed. Indeed, as wetlands, they have minimal utility and no development potential, hence limited marketability. Having said that, the current agreement for purchase was privately negotiated between the sellers and the City of Winter Park, and is considered to be an arm's length transaction; albeit, the City of Winter Park's motivation of assemblage with their existing, adjoining holdings appears to be reflected in the negotiated above average price per acre.

Therefore, based on the analysis of these land sales together with recognition and consideration of the subject's current contract for purchase, we have concluded a market value of \$3,500 per acre of wetlands. This value conclusion per acre of wetlands is intended to implicitly include the contributory value, if any, of the subject's lake bottom and creek bottom. Multiplying \$3,500 per acre times the 47.5 acres of wetlands comprising the subject property reflects a market value conclusion via the Land Sales Comparison Approach of \$166,250, rounded to **\$166,000**.

## LAND SALES APPROACH (CONT'D)

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We have allocated this market value at the same price per acre to the five parcels comprising the subject property as follows:

ALLOCATION OF MARKET VALUE TO PARCELS COMPRISING SUBJECT PROPERTY			
	Wetland Acres	\$/Acre	Market Value
Parcel 1	7.1	\$3,500	\$24,850
Parcel 2	9.9	\$3,500	\$34,650
Parcel 3	18.2	\$3,500	\$63,700
Parcel 4	3.4	\$3,500	\$11,900
Parcel 5	8.9	\$3,500	\$31,150
Subject Property	47.5	\$3,500	\$166,250
Rounded to:			<b>\$166,000</b>

As a result of our investigations into those matters, which affect Market Value, and by virtue of our experience and training, we have concluded that the "As Is" fee simple Market Value of the subject property as of July 11, 2017 was:

**"AS IS" FEE SIMPLE MARKET VALUE  
ONE HUNDRED SIXTY-SIX THOUSAND DOLLARS  
(\$166,000) \***

**\* Please see Extraordinary Assumptions and Limiting Conditions.**

## **ADDENDA**

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## **APPRAISERS' QUALIFICATIONS**

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## QUALIFICATIONS OF ANGELA L. BROWN, MAI, VICE PRESIDENT

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**BUSINESS ADDRESS**                      **Meridian Appraisal Group, Inc.**  
1331 Sundial Point  
Winter Springs, Florida 32708  
Phone: 407.637.8704   Fax: 407.875.1061  
E-mail: [abrown@meridianag.com](mailto:abrown@meridianag.com)

**FORMAL EDUCATION**                      **University of Florida, Gainesville, June 1983**  
Bachelor of Science in Business Administration, Real Estate Major

**REAL ESTATE EDUCATION**      Completion of all MAI course work.

### *Course/Seminars/Continuing Education*

- Valuation/Evaluation of Proposed Projects
- Fair Lending and the Fee Appraiser
- The Challenge of Technology
- Highest and Best Use Analysis
- Subdivision Analysis
- Appraising Troubled Properties
- Appraisal Review Seminar
- Understanding Limited Appraisals
- Hotel/Motel Valuation
- Appraisers Legal Liabilities
- Appraisal Regulations of the Federal Banking Agencies
- Real Estate Evaluations and the Real Estate Industry
- Commercial Appraisal Engagement and Review
- Introduction to Valuation for Financial Reporting
- Business Practice and Ethics
- Oil Spill and Property Values
- Appraising from Blueprints & Specifications
- Valuation of Detrimental Conditions
- Partial Interest Valuation – Divided
- Florida Condemnation Valuation
- Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets
- USPAP Update/Core Law
- Easement Valuation
- Accrued Depreciation
- HUD/FHA Lender Roster Training
- Data Confirmation and Verification
- The Internet and Appraising
- Rates, Ratios & Reasonableness
- Analyzing Operating Expenses
- Understanding Wetlands/Mitigation Banking as a Highest and Best Use
- Spotlight on USPAP: Hypothetical Conditions & Extraordinary Assumptions
- Appraising the Appraisal and Appraisal Review – General
- New Interagency Appraisal and Evaluation Guidelines
- Supervisor/Trainee Roles and Rules
- Introduction to Valuation for Financial Reporting
- Spotlight on USPAP: Common Errors and Issues
- New Industrial Valuation
- Introduction to Land Valuation
- Developing a supportable Work File

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. MAI's and SRA's who meet the minimum standards of this program are awarded periodic educational certification. Ms. Brown is currently certified under this program through December 31, 2017.

### **EXPERIENCE**

**2007 – Present**                      **Meridian Appraisal Group, Inc.**  
**Vice President and Principal**  
Responsible for the acquisition, coordination and review of appraisal assignments on real property. Also responsible for the preparation and review of appraisal assignments on various real property with emphasis on A & D projects throughout central Florida.

# QUALIFICATIONS OF ANGELA L. BROWN, MAI, VICE PRESIDENT (CONT'D)

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<b>2004 – 2007</b>	<b>Realvest Appraisal Services, Inc.</b> <b>Vice President and Principal</b> Responsible for the acquisition, coordination and review of appraisal assignments on real property. Also responsible for the preparation and review of appraisal assignments on various real property with emphasis on A & D projects throughout central Florida.
<b>1992 – 2003</b>	<b>Realvest Appraisal Services, Inc.</b> <b>President and Principal</b> Responsible for the internal operations including quality control, product development, technological advances, appraisal review and organizational management. Also responsible for the preparation and review of appraisal assignments on various real property.
<b>1991 – 1992</b>	<b>First Union National Bank of Florida, N.A.</b> <b>Vice President</b> Responsible for the review of all appraisals for the Central Florida region in excess of \$5,000,000 and Special Assets in excess of \$2,000,000.
<b>1990 – 1991</b>	<b>Southeast Bank, N.A.</b> <b>Assistant Vice President</b> Responsible for the review of all appraisals for the North and Central Florida region in excess of \$1,000,000.
<b>1983 – 1990</b>	<b>Pardue, Heid, Church, Smith and Waller, Inc.</b> <b>Senior Appraiser</b> Responsible for the preparation and review of appraisal assignments on various real property including vacant land, subdivisions, retail centers, office buildings, apartments, industrial properties, mobile and recreational vehicle parks and special use properties.
<b>1989</b>	<b>Orange County Special Master</b> Served as Special Tax Master for the Orange County Property Appraisal Adjustment Board
<b>DESIGNATIONS</b>	Member Appraisal Institute (MAI), Certificate 8220
<b>CERTIFICATIONS &amp; LICENSES</b>	State-Certified General Real Estate Appraiser RZ 805 Florida Real Estate Broker BK-0391466
<b>PROFESSIONAL AFFILIATIONS</b>	Bergstrom Center for Real Estate Studies – University of Florida Advisory Board – Chair 2015-2016, Vice Chair – 2014-2015 Bergstrom Center for Real Estate Studies – University of Florida – 2012 Alumna of the Year Bergstrom Center for Real Estate Studies – Distinguished Speaker – Alfred A. Ring Distinguished Speaker Series 2010 & 2005 Bergstrom Center for Real Estate Studies – University of Florida – Executive Board Member – 2007-2010; Advisory Board Member since 2003 Appraisal Institute, East Florida Chapter Volunteer of Distinction – 2011 President, East Florida Chapter of the Appraisal Institute – 2002 Orlando Subchapter Chair, East Florida Chapter of the Appraisal Institute – 1995 Young Advisory Council, Appraisal Institute – 1995-1998 – Chair (1997-1998), Vice Chair (1996-1997) Orlando Leadership Alumni



## QUALIFICATIONS OF ANGELA L. BROWN, MAI, VICE PRESIDENT (CONT'D)

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Central Florida Commercial Association of Realtors (CFCAR)

Greater Orlando Association of Realtors

Qualified as Expert Witness (Real Estate Appraisal) in Federal Bankruptcy Court, Middle District of Florida

Qualified as Expert Witness in Orange, Seminole, Osceola, Lake and Sumter Counties  
Commercial Real Estate Women (CREW)

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>FLORIDA REAL ESTATE APPRAISAL BD</b>			
<b>LICENSE NUMBER</b>			
RZ805			
The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018			
BROWN, ANGELA L 1331 SUNDIAL POINT WINTER SPRINGS FL 32708			
ISSUED: 12/01/2016		SEQ # L1612010001754	
DISPLAY AS REQUIRED BY LAW			



## QUALIFICATIONS OF FRANK W. SCHIEBER, MAI, CCIM, SENIOR APPRAISER

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### BUSINESS ADDRESS

**Meridian Appraisal Group, Inc.**  
1331 Sundial Point  
Winter Springs, Florida 32708  
Phone: 407.637.8707 Fax: 407.875.1061  
E-mail: [fschieber@meridianag.com](mailto:fschieber@meridianag.com)

### FORMAL EDUCATION

**Florida Atlantic University, May 1975**  
Bachelor of Applied Science (Computer Systems)  
**University Of Florida, Gainesville, December 1976**  
Master of Arts (Real Estate and Urban Land Studies)

**REAL ESTATE EDUCATION** Completion of all MAI course work

#### *Course/Seminars/Continuing Education*

- Review Theory – General
- Real Estate Fraud
- Like-Kind Exchanges
- Partial Interest Valuation-Divided
- Appraising Wetlands
- Appraising Conservation Easements
- Highest and Best Use Applications
- USPAP Update/Core Law
- Fundamentals of Separating Real Property. Personal Property and Intangible Business Assets
- Business Practices and Ethics
- Professional Standards (Brokerage)
- Understanding & Using DCF Software
- Valuation of Detrimental Conditions in Real Estate
- Environmental Hazards Impact on Real Estate Value

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. MAI's and SRA's who meet the minimum standards of this program are awarded periodic educational certification. Mr. Schieber is currently certified under this program through December 31, 2017.

### EXPERIENCE

#### **2007 – Present**

**Meridian Appraisal Group, Inc.**  
**Senior Appraiser, MAI, CCIM**

Responsible for the preparation of appraisal assignments on various real property including vacant land, subdivisions, retail centers, office buildings, apartments, industrial properties and special use properties.

#### **2002 – 2007**

**Realvest Appraisal Services, Inc.**  
**Senior Appraiser, MAI, CCIM**

Responsible for the preparation of appraisal assignments on various real property including vacant land, subdivisions, retail centers, office buildings, apartments, industrial properties and special use properties.

#### **1991 – 2002**

**Basile, Schieber & Associates, Inc.**  
**Owner**

Responsible for commercial real estate appraisals, appraisal review and consultation. Also responsible for the supervision of associate commercial and residential appraisers.

#### **1984 – 1991**

**Pardue, Heid, Church, Smith and Waller, Inc.**  
**Principal and Director**

Supervised commercial appraisal trainers and journeyman staff appraisers in practical application of appraisal theory to highest and best use analysis and proper application of appraisal techniques.

## QUALIFICATIONS OF FRANK W. SCHIEBER, MAI, CCIM, SENIOR APPRAISER (CONT'D)

1977 – 1984

**Pardue, Heid, Church, Smith and Waller, Inc.**

**Associate Commercial Real Estate Appraiser and Market Analyst**

Property specialties include office buildings, shopping centers, mixed use planned unit developments, light industrial; especially enjoy “problem properties”, which require highest and best use evaluation to determine likely user sub-market/economic viability/marketability.

### DESIGNATIONS

Member, Appraisal Institute (MAI), Certificate 6636

Certified Commercial Investment Member (CCIM), Certificate 4319

### CERTIFICATIONS & LICENSES

(Florida) State-Certified General Real Estate Appraiser RZ 124

(Florida) Real Estate Broker BK-0272856 (inactive)

### PROFESSIONAL AFFILIATIONS

**East Central Florida Chapter of the Appraisal Institute:**

Director (2001-2003), Secretary (2004), Treasurer (2005), Vice President (2006), President (2007)

**Realtor Member of Orlando Regional Realtor Association:**

Professional Standards Vice Chair (2007, 2011), Chair (2008, 2012), Grievance Committee Chair (2009)

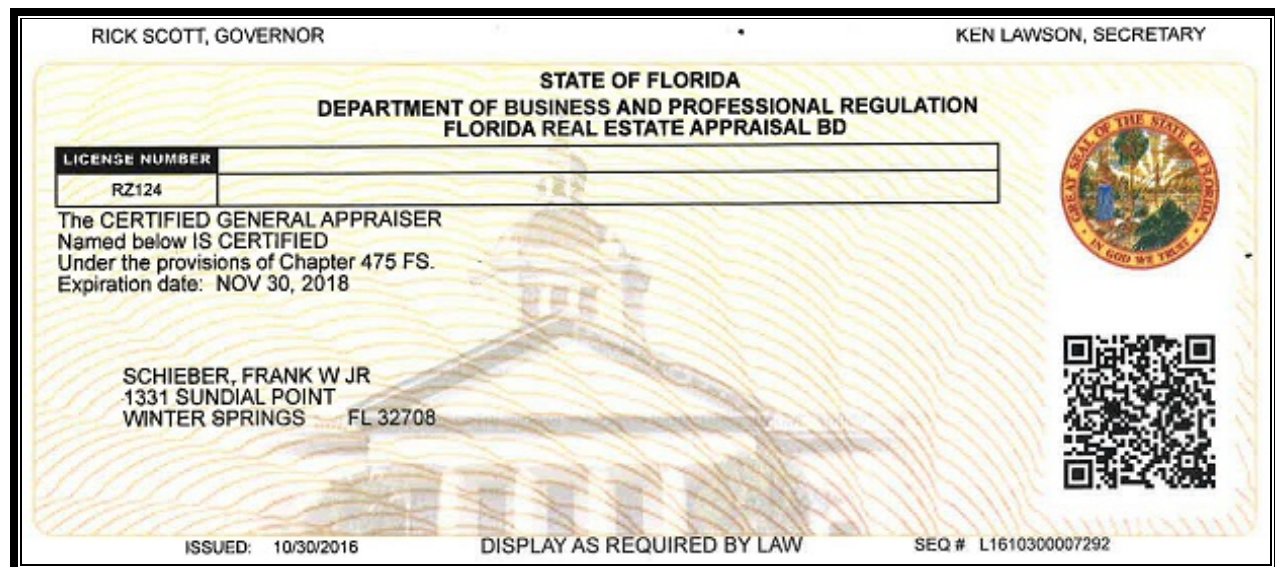
**Realtor Member of Space Coast Association of Realtors (1991-2002)**

Chaired Professional Standards (2000, 2001)

Florida Association of Realtors: Appraisal Council Chair (2009)

### EXPERT WITNESS

Qualified as Expert Witness (real estate appraisal) in Federal Bankruptcy Court, Central District of California, Middle District of Florida and Brevard County Circuit Court





## **LEGAL DESCRIPTION**

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Parcel One:

Commencing at the Northeast corner of the Southwest 1/4 of Section 29, Township 21 South, Range 30 East, Orange County, Florida, run S. 01°23'30" E. along the East line of said Southwest 1/4 of Section 29, a distance of 503.00 feet; thence leaving said East line, run S. 88°36'30" W 331.70 feet; thence S. 23°47'00" E. 55.70 feet; thence S. 66°13'00" W. 22.31 feet to the Point of Beginning; thence run N. 88°36'30" E. 121.13 feet to the Northwest corner of Lot 8, of "Temple Colony", as recorded in Plat Book 13, Page 132, Public Records of Orange County, Florida, said corner being on a curve concave Northwesterly having a radius of 135.70 feet, a chord of 95.86 feet, and a chord bearing of S. 45°31'58" W.; thence run Southwesterly along the Northwesterly line of said "Temple Colony", the following courses: Run Southwesterly along the arc of said curve 97.98 feet through a central angle of 41°22'04" to the point of tangency; thence run S 66° 13'00" W. 452.36 feet, the point of curvature of a curve concave Southeasterly, and having a radius of 387.03 feet, a chord of 376.11 feet, and a chord bearing of S. 37°08'45" W. thence run Southwesterly along the arc of said curve 392.75 feet through a central angle of 58° 08'31" to the Southwest corner of Lot 16, of said "Temple Colony"; thence run S. 89°16'02" E. 131.63 feet to the Southeast corner of said Lot 16, said corner being on the Westerly right-of-way line of Temple Trail, as recorded in O.R. Book 765, pages 100-102, public records of Orange County, Florida, said corner also being on a curve concave Southeasterly and having a radius of 257.03 feet, a chord of 59.17 feet and a chord bearing of 05°13'02" W., thence leaving the boundary line of said "Temple Colony", run Southerly along said Westerly right-of-way line of Temple Trail 59.30 feet through a central angle of 13°13'11" to the point of tangency, thence run S. 01°23'33" E. 152.09 feet to the Northeast corner of Lot 1, of "Dommerich Cove" as recorded in Plat Book "Z", page 21, of the public records of Orange County, Florida; thence leaving said Westerly right-of-way line of Temple Trail, run Westerly along the Northerly line of said "Dommerich Cove" N. 89°16'04" W. 566.98 feet to the Northwest corner of said "Dommerich Cove"; thence run S. 00°38'06" E. along the West line of said "Dommerich Cove" 337.11 feet thence leaving said West line of "Dommerich Cove" run N. 89°16'02" W. 209.09 feet; thence N. 00°38'12" W. 548.15 feet; thence S. 89°16'02" E. 567.93 feet to a point on a curve concave Southeasterly, and having a radius of 467.03 feet, a chord of 462.82 feet and a chord bearing of N. 36°30'51" E.; thence run Northeasterly along the arc of said curve 484.22 feet through a central angle of 59°24'17" to the point of tangency thence run N. 66°13'00" E. 430.05 feet to the point of beginning.

**Parcel Two:**

That part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 21 South, Range 30 East, Orange County, Florida, lying East of Temple Colony, as recorded in Plat Book 13, Page 132, Public Records of Orange County, Florida.

**AND**

Begin 633 feet East of the Northwest Corner of the Southeast 1/4 of the Southwest 1/4, thence run East 140 feet, South 10 feet, West 140 feet, North 10 feet to the Point of Beginning, Section 29, Township 21 South, Range 30 East, Orange County, Florida.

**AND**

A parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 21 South, Range 30 East, Orange County, Florida, described as follows: Beginning at the North corner of Lot 2, Temple Trail Village as recorded in Plat Book 11, Page 41, Public Records of Orange County, Florida; run thence South 54°43'18" West along the Westerly boundary of said Lot 2 a distance of 373.21 feet; run thence North 59° West a distance of 108.51 feet; run thence North 54° East a distance of 93.12 feet; run thence North 59° West a distance of 51.5 feet; run thence North 54° East a distance of 104.5 feet; run thence North 257.34 feet to the North line of the aforesaid Southeast 1/4 of the Southwest 1/4 of Section 29; run thence East along said North line to a point which is North 01°23'33" West from the POINT OF BEGINNING; run thence South 01°23'33" East to the POINT OF BEGINNING.

**AND**

Lot 2, TEMPLE TRAIL VILLAGES, as recorded in Plat Book 11, Page 41, Public Records of Orange County, Florida.

**LESS**

Beginning at the Southeast corner of Lot 2, run North 01°23'33" West a distance of 197.39 feet; thence North 88°55'35" West a distance of 318 feet; thence South 01°23'33" East a distance of 171.00 feet; thence South 36°19'42" West a distance of 109.89 feet to the Northeasterly right-of-way line of Temple Trail; thence Southeasterly along said right-of-way line a distance of 30.09 feet; thence North 36°19'42" East along the West boundary of Lot 3 of said Temple Trail Village a distance of 100.86 feet; thence South 88°55'35" East along the South line of said Lot 2 a distance of 301.03 feet to the Point of Beginning.



Parcel Three:

The Northeast 1/4 of the Southeast 1/4, Section 29, Township 21 South, Range 30 East, Orange County, Florida, less the following:

From the SE corner of Lot 20, DOMMERICH HILLS, 2nd Addition, as recorded in Plat Book 2, Page 48, Public Records of Orange County, Florida, run N. 89 deg. 32 min. 35 sec. W., 105.0 ft. along the South line of said Lot 20 to the SW corner thereof, thence S. 45 deg. 0 min. W., 8 ft. more or less to the water's edge of Lake Waumpi, thence Southeasterly along said water's edge to a point bearing S. 70 deg. 0 min. W. from beginning; run thence N. 70 deg. 0 min. E., 80 ft. more or less to point of beginning; and

From the NW corner of Lot 28, FOREST BROOK, as recorded in Plat Book 15, page 2, Public Records of Seminole County, Florida, run S. 0 deg. 24 min. 12 sec. W. along the West line of said lot 28, 20.0 ft. to point of beginning; said point also being the SE corner of Lot 20 DOMMERICH HILLS, 2nd Addition, Plat Book 2, page 48, Public Records of Orange County, Florida; run thence S. 0 deg. 17 min 58 sec. E. along the West line of the aforesaid Lot 28; 70.0 ft. to the SW corner thereof; thence run N. 89 deg. 35 min. 48 sec. W., 75 ft. more or less to the water's edge of Lake Waumpi; thence northerly along the said water's edge to a point bearing S 70 deg. 28 min. 48 sec. W. of Beginning; thence run N. 70 deg. 28 min. 48 sec. E., 80 ft. more or less to point of Beginning; and

From the NW corner of Lot 27, FOREST BROOK, as recorded in Plat Book 15, page 2, Public Records of Seminole County, Florida, run S. 0 deg. 17 min. 58 sec. E. along the West line of said Lot 27, 90.01 ft. to the SW corner thereof; thence run N. 89 deg. 35 min. 48 sec. W., 153 ft. more or less to the water's edge of Lake Waumpi; thence Northeasterly along edge of Lake Waumpi to a point bearing N. 89 deg. 35 min. 48 sec. W. of Beginning; thence run S. 89 deg. 35 min. 48 sec. E., 75 ft. more or less to point of Beginning; and

From the NW corner of Lot 26, FOREST BROOK as recorded in Plat Book 15, page 2, Public records of Seminole County, Florida, run S. 0 deg. 17 min. 58 sec. E. along the West line of said lot 26, 90.01 ft. to the SW corner thereof; thence run N. 89 deg. 35 min. 48 sec. W. 220 ft. more or less to the Water's edge of Lake Waumpi; thence northeasterly along the said water's edge to a point bearing N. 89 deg. 35 min. 48 sec. W. of Beginning; thence run S. 89 deg. 35 min. 48 sec. E., 153 ft. more or less to point of Beginning; and

From the NW corner of Lot 25, FOREST BROOK, as recorded in Plat Book 15, page 2, Public records of Seminole County, Florida, run N. 89 deg. 35 min. 48 sec. W., 220 ft. more or less to the water's edge of Lake Waumpi; thence run southerly and southeasterly along the said water's edge of Lake Waumpi and Howell creek to the SW corner of said lot 25; thence N. 0 deg. 17 min. 58 sec. W., 164.69 ft. along the West line of said Lot 25 to Point of Beginning; and

Those lands lying Northwesterly of the present centerline of the creek or branch which traverses the Northwesterly corner of said NE 1/4 of the SE 1/4, Sec. 29, Twp. 21 S., Range 30 E.; and less

All of DOMMERICH FOREST, as recorded in Plat Book 3, Page 131, Public Records of Orange County, Florida.

## **Parcels 4 and 5**

Begin at the Southeast corner of the Southwest one-quarter of the Southwest one-quarter, Section 29, Township 21 South, Range 30 East, run thence North 666.26 feet, thence run West 585.71 feet thence South to the South line of the Southwest one-quarter, thence East to the Point of Beginning and begin at the Northeast corner of Cove Colony Subdivision as recorded in Plat Book 8, Pages 61 and 62, Run South 700.13 feet thence East 210 feet thence North 700.13 feet, thence West 210 feet to the Point of Beginning. All of said lands lying and being in Orange County, Florida.

## AGREEMENT FOR ACQUISITION OF PROPERTY

THIS AGREEMENT FOR ACQUISITION OF PROPERTY (herein called this "Agreement"), is made this 10<sup>th</sup> day of July, 2017, by and between JBC LAND LLC, a Florida limited liability company f/k/a CWC HOLDINGS, LLC, whose mailing address 1190 N. Park Ave., Winter Park, Florida 32789 (herein referred to as "SELLER"), and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 ("CITY").

WHEREAS, SELLER represents that it is the fee simple owner of a 100% undivided interest in that certain real property in Orange County, Florida having Orange County Tax Parcel Identification #29-21-30-0000-00-028 (26.4 +/- Acres), 29-21-30-0000-00-015 (2.41 +/- Acres), 29-21-30-8614-00-020 (2.66 +/- Acres), and that SELLER is the fee simple owner of 2/3rds interest in that certain real property in Orange County, Florida having Orange County Tax Parcel Identification #29-21-30-0000-00-021 (4.78 +/- Acres), 29-21-30-0000-00-011 (7.09 +/- Acres), 29-21-30-0000-00-002 (8.85 +/- Acres) and 29-21-30-0000-00-003 (3.38 +/- Acres), and described in composite **Exhibit "A"** attached hereto (herein the "Property"); and

WHEREAS, the CITY desires to acquire fee simple ownership of the Property owned by SELLER; and

WHEREAS, the SELLER desires to convey fee simple ownership of the Property to CITY pursuant to the terms and conditions of this Agreement; and

For and in consideration of the provisions set forth in this Agreement, the parties agree as follows:

### **I. AGREEMENT TO SELL AND PURCHASE; CONSIDERATION; CLOSING DATE:**

A. Agreement to Sell and Convey. SELLER hereby agrees to convey to CITY in fee simple and CITY hereby agrees to accept conveyance from SELLER, subject to the terms, conditions and provisions hereinafter set forth, the Property lying and being situated in Orange County, State of Florida.

B. Deposit. Within three (3) business days of the Effective Date, the CITY will make an earnest money deposit of Three Thousand Dollars and 00/100 (\$3,000.00) (the "Deposit") to be held in escrow by the closing agent, Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP ("Fishback Law Firm"). The Deposit paid in accordance with the foregoing sentence shall be credited toward the Purchase Price (as defined below). The Deposit shall be returned to the CITY if the closing of the sale of the Property is not completed under this Agreement because of SELLER's failure, refusal or inability to perform any of SELLER's obligations under



this Agreement, or the closing of the transaction is not consummated due to one or more contingencies not being met.

C. Consideration to SELLER for Conveyance. In consideration for SELLER's conveyance of the Property, the CITY will at closing, pay the sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00) (the "Purchase Price") less pro-rations and expenses to be borne by the SELLER, if any.

D. Closing. On or before the ninetieth (90<sup>th</sup>) day after the execution of this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur at the offices of the closing agent, Fishback Law Firm or at the CITY's City Hall at 401 South Park Avenue, Winter Park, Florida 32789, whichever the CITY may choose.

E. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

## **II. TITLE COMMITMENT, CONVEYANCE & INSURANCE:**

A. Title Commitment. CITY, at CITY's expense, may obtain, by or through the Fishback Law Firm as Title Agent within thirty (30) days from the date of this Agreement, an A.L.T.A. Form B (Florida) title commitment for title insurance (the "Commitment"). The Property shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in CITY's sole judgment, interfere with the CITY's intended use as hereinafter defined, of the Property (the "Permitted Exceptions"). In the event the Commitment shows any exceptions to title, exclusive of the Permitted Exceptions, that are unacceptable to the CITY, the CITY shall notify SELLER of any objections in writing within fifteen (15) days of CITY's City Manager's receipt of the Commitment specifying the defects which exist with respect to the title to the Property, and SELLER shall have a period of five (5) days after receipt of such written notice within which (i) elect to cure any defects in title to the satisfaction of CITY or (ii) notify CITY that it elects not to cure any defects. If SELLER elects by written notice to cure the defects in title, SELLER shall have thirty (30) days to cure such defects, at its expense. Upon SELLER's election not to cure or failure to cure defects in title within the time limit aforesaid, the CITY may, at its option, either (i) terminate this Agreement and receive a refund of the Deposit and upon such termination all rights and liabilities arising hereunder shall terminate; or (ii) waive all conditions in this subsection II. A. and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such defect or defects had been found, provided however, that exceptions may be made to the title insurance policy for such uncured defects. The closing date shall be extended as necessary to effectuate the intent of this section. CITY's obligation to close with SELLER under this Agreement is contingent upon CITY acquiring marketable fee simple title of the Property from the current owner of the Property.

B. Title. The Property shall be conveyed by SELLER by Warranty Deed(s) and shall be free and clear of all liens, easements, restrictions and encumbrances except taxes and special

assessments, if any, for the year of closing and subsequent years, and the Permitted Exceptions. Due to various funding sources that the CITY may use to pay the Purchase Price and the CITY's portion of the Closing costs and the varying restrictions that may be imposed upon the CITY for use of such funding sources, the CITY may require the SELLER to execute multiple Warranty Deeds in order to convey the multiple parcels of land constituting the Property separately. SELLER shall cause the securing of all necessary pay off or estoppel letters from parties holding mortgage liens or any other liens on the Property, if any, and have such delivered to Fishback Law Firm at least fifteen (15) days prior to the intended Closing date. Possession shall be given as of the date of Closing and a proration made as of the date of Closing on the following items: real estate taxes and special assessments provided the CITY shall have no obligation for real estate taxes. SELLER shall be responsible for payment of all ad valorem taxes through the date of conveyance, including past due taxes and pro-rations of ad valorem taxes from January 1, 2017 through the date of closing. Pro-rated ad valorem taxes and assessments will be withheld from the closing proceeds and paid to the tax collector. CITY is exempt from paying ad valorem taxes; in no event shall the CITY be responsible for paying ad valorem taxes relating to or arising from this transaction. At or subsequent to closing, SELLER will, without additional consideration, sign, acknowledge, and deliver a further assurances agreement and any other documents and take any other action necessary or appropriate, and reasonably requested by the CITY or the Closing Agent, to carry out the intent and purpose of this Agreement, including for the issuance of title insurance. CITY shall have the right to have a licensed surveyor prepare sketch and legal descriptions for the Property and have such used for the deed(s) conveying the Property from SELLER to CITY.

C. Title Insurance. Owner's title insurance policy to be issued pursuant to the Commitment is to be purchased and issued to CITY at CITY's expense after closing and this section II. C. shall survive Closing. The title insurance policy will be issued at a value based on the Purchase Price, or such amount as may be determined by the CITY's City Manager and agreed to by the title insurance company.

**III. CLOSING COSTS:** SELLER shall pay for the cost of recording any corrective instruments, SELLER's attorney's fees, costs for clearing encumbrances and curing title defects and costs for satisfying mortgages and liens on the Property conveyed. CITY shall pay documentary stamp tax on the deed and all costs associated with the title commitment and the title insurance policy, recording costs associated with the warranty deed and other conveyance instruments, and closing document preparation. Additionally, the CITY shall pay \$10,750.00 (5% of the Purchase Price) for the SELLER's real estate broker's fee relating to his/her services in this real estate transaction. The SELLER's real estate broker is W/A. CITY SHALL ADD \$10,750.00 TO THE PURCHASE PRICE.

#### **IV. SELLER'S WARRANTIES:**

A. SELLER represents that SELLER does not know of any facts that materially affect the value of the Property, other than those that CITY can readily observe or that are known

by or have been disclosed to CITY, including but not limited, to concerning: (i) petroleum, hazardous waste and other environmental contamination, or (ii) unrecorded judgments, liens or encumbrances.

B. SELLER warrants that SELLER is in sole constructive or actual possession of the Property and SELLER has no actual knowledge of another person having any right to possession of the Property, or asserts any claim of title or other interests in it. SELLER warrants that SELLER has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. SELLER warrants that the if the Property is the homestead of SELLER and if SELLER is married, that SELLER shall cause SELLER's spouse to execute the Warranty Deed and other conveyance instruments at Closing. SELLER shall give exclusive possession of the Property to the CITY at Closing along with a set of keys to the house on the Property to the CITY.

C. SELLER has no actual knowledge of any outstanding contracts for the sale of the Property to any person or persons whomsoever except for the CITY, nor any unrecorded deed, mortgage, lease or other conveyances affecting the title to the Property. SELLER has not executed and will not execute any instruments that would adversely affect the title to the Property or the lien of any mortgage.

D. SELLER has no actual knowledge of any assessments that are now liens on the Property as shown in the Official Records. SELLER has no actual knowledge of any judgments, claims, disputes, demands or other matters pending against SELLER that could attach to the Property or affect title to the Property or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the SELLER unable to consummate this transaction.

E. SELLER warrants that there have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

F. SELLER warrants that the undersigned person(s) signing for SELLER has full authority to bind SELLER to this Agreement and to convey the Property to the CITY.

G. It is a closing condition that representations and warranties of the SELLER contained in this Agreement will be true on and as of the Closing date with the same effect as though those representations and warranties have been made on and as of that date. SELLER shall execute an affidavit at closing agreeing that the warranties herein are true on and as of the closing date and that such warranties survive closing.

H. If, before the conveyance to CITY, SELLER discovers any information or facts that would materially change the foregoing warranties and representations, SELLER shall immediately give notice to CITY of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the required Closing date,



CITY may elect to terminate this Agreement and receive a refund of the Deposit and thereby be released from any and all obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the CITY shall have all remedies available at law or equity if SELLER breaches the warranties provided in this Section IV.

**V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith.

**VI. BENEFICIAL INTEREST DISCLOSURE:** In the event the property subject to this Agreement is held by an entity or form of ownership as set forth in Florida Statute 286.23, SELLER agrees to fully comply with said statutory disclosure of beneficial interest requirements and such disclosures shall be made by affidavit under oath, subject to the penalties prescribed for perjury.

**VII. NOTICE:** Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered through United States mail, postage prepaid, certified, return receipt requested, or (ii) delivered through Federal Express, UPS, Express Mail, or other expedited mail or package service, addressed to the parties at the address shown below. Any notice or demand that may be given hereunder shall be deemed complete (i) upon deposition of such notice or demand in the United States mail with property postage affixed thereto, certified, return receipt requested, or (ii) upon depositing any such notice or demand with Federal Express, UPS, or other expedited mail with package delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. All notices shall be sent to SELLER and the CITY at the following addresses:

CITY: Randy Knight, City Manager  
City of Winter Park  
401 South Park Avenue  
Winter Park, Florida 32789

With a copy to: Daniel W. Langley  
Fishback Dominick  
1947 Lee Road  
Winter Park, Florida 32789

SELLER: JBC Land, LLC  
1190 N. Park Ave.  
Winter Park, FL 32789-2575

**VIII. ESCROW / CLOSING AGENT:** SELLER and CITY agree that Fishback Law Firm shall serve as counsel to CITY, the Escrow Agent, Title Agent and Closing Agent, and in the event of any dispute, conflict or lawsuit, either between SELLER, CITY or Fishback Law Firm or any combination thereof, SELLER agrees that the Fishback Law Firm may serve as Escrow Agent, Title Agent, Closing Agent and attorneys for CITY in this transaction and in any dispute concerning or arising from this Agreement. Further, in the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, Fishback Law Firm may interplead the disputed funds or documents with the Clerk of the Circuit Court. SELLER and CITY shall each pay Fishback Law Firm attorneys' fees and costs related to any dispute, conflict and litigation relating to this Agreement, or the transaction, or obligations or rights provided in this Agreement. Further, CITY and SELLER each indemnify and hold harmless Fishback Law Firm from all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters caused by Fishback Law Firm excluding gross negligence of Fishback Law Firm. Monies held by Fishback Law Firm under this Agreement, if any, shall be placed in a non-interest bearing account.

**IX. DEFAULT.** If the CITY fails to perform any of the terms or covenants of this Agreement, SELLER shall, as SELLER's sole remedy, have the right to receive the Deposit amount and terminate this Agreement. Except for the Deposit amount as stated above, SELLER waives all claims for monetary damages and equitable relief against the CITY in the event of breach or default under this Agreement by the CITY. If SELLER fails to perform any of the terms or covenants of this Agreement, CITY shall (i) have the right to terminate this Agreement and receive a refund of the Deposit and thereby be released from any and all obligations under this Agreement, or (ii) seek specific performance of this Agreement or other remedies afforded by law against SELLER. The prevailing party in any lawsuit filed concerning this Agreement shall be entitled to reimbursement of attorneys' fees and litigation costs incurred in such lawsuit against the non-prevailing party.

**X. MISCELLANEOUS:** Time is of the essence in this Agreement. CITY shall have the right to terminate this Agreement for any reason at any time prior to the conveyance of the Property without cost, penalty or further obligation. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, trustees, successors and assigns of the respective parties. All of the terms and conditions stated herein shall be construed under the laws of the State of Florida. Venue for any lawsuits filed in State Court relating to this Agreement shall be in Orange County, Florida, and for federal lawsuits, the venue shall be in the Federal District Court for the Middle District of Florida. In the event any date or time period in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the State of Florida, the date or time period shall be extended to the next business day. This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed originals.

**XI. EFFECTIVE DATE/COMMISSION APPROVAL CONTINGENCY.** This Agreement is contingent upon and shall not become effective unless and until it is approved by the City of Winter Park City Commission at a public meeting. Thus, even if the CITY's City Manager executes this Agreement, this Agreement is not and shall not be effective and binding upon the CITY unless and until the City Commission approves this Agreement. The "Effective Date" of this Agreement shall be the date when the last of the following occurs: (i) SELLER and CITY execute this Agreement; and (ii) Winter Park City Commission approves this Agreement at a public meeting.

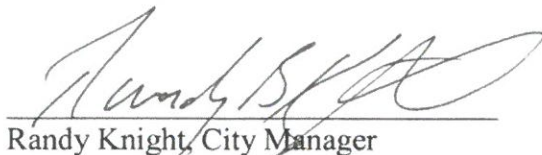
**XII. E.B. BANKS TRANSFER CONTINGENCY.** The CITY is or has entered into a similar purchase and sale agreement to purchase E.B. Banks' 1/3rd interest in a portion of the Property. In the event that E.B. Banks does not execute a purchase and sale agreement with the CITY for its interest in a portion of the Property or convey its interest in the Property to the CITY prior to the Closing date hereunder, the CITY shall have the right to terminate this Agreement upon written notice to SELLER and thereafter, CITY shall be released from all obligations hereunder and the Deposit shall be returned to the CITY.

IN WITNESS WHEREOF, the SELLER and the CITY have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in  
the presence of:

**"CITY"**

**CITY OF WINTER PARK, a  
Florida municipal corporation**

  
\_\_\_\_\_  
Randy Knight, City Manager

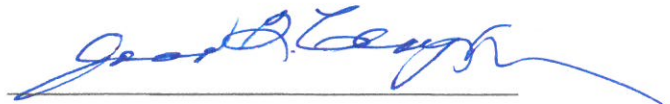
Date: 6-26-17

Winter Park City Commission approved on:

\_\_\_\_\_

**"SELLER"**

**JBC LAND LLC, a Florida limited liability  
company**

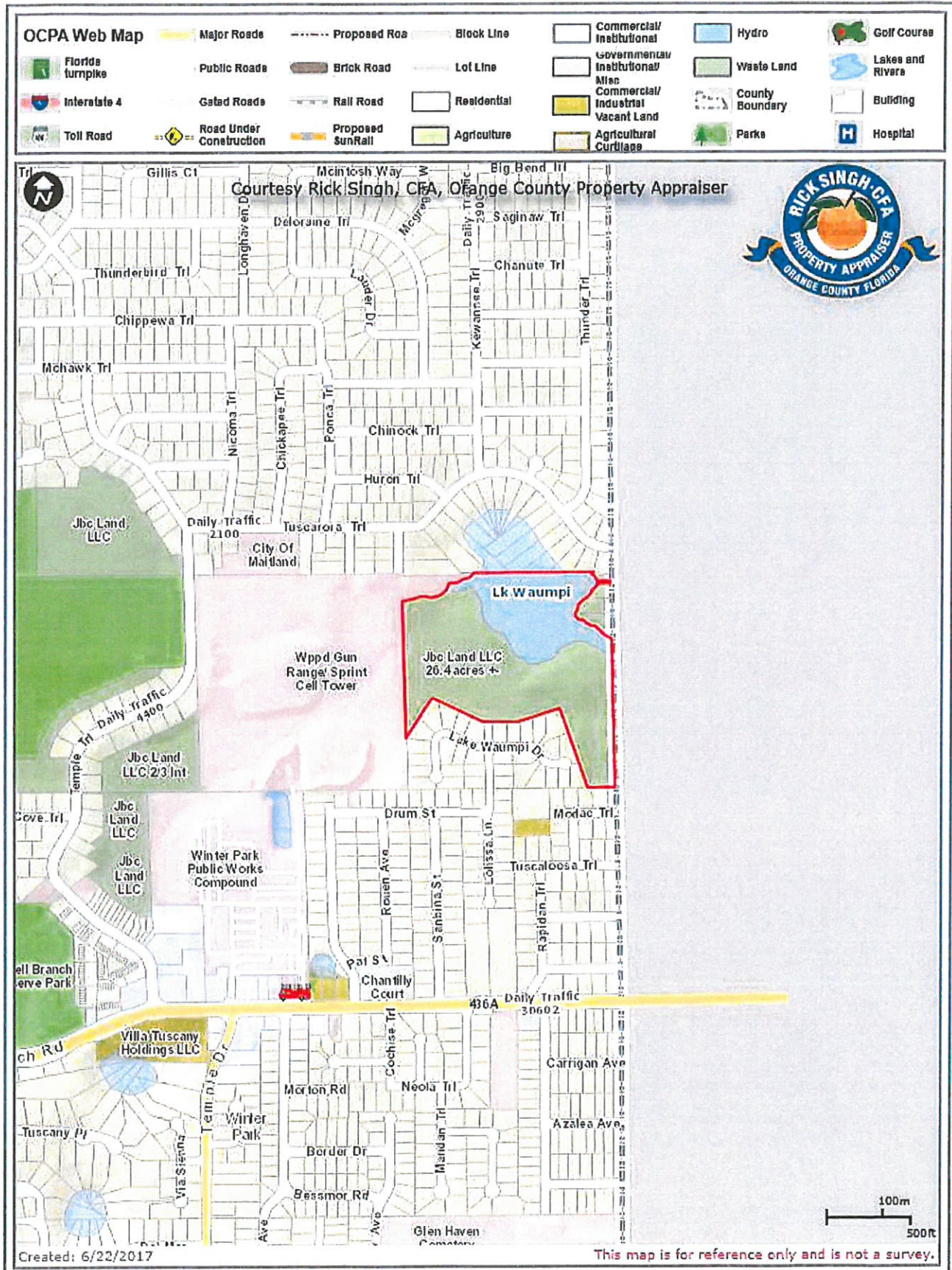
  
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By: JBC (Cecilia)

As: Managing Member July 8, 2017

Date: 7/10/17



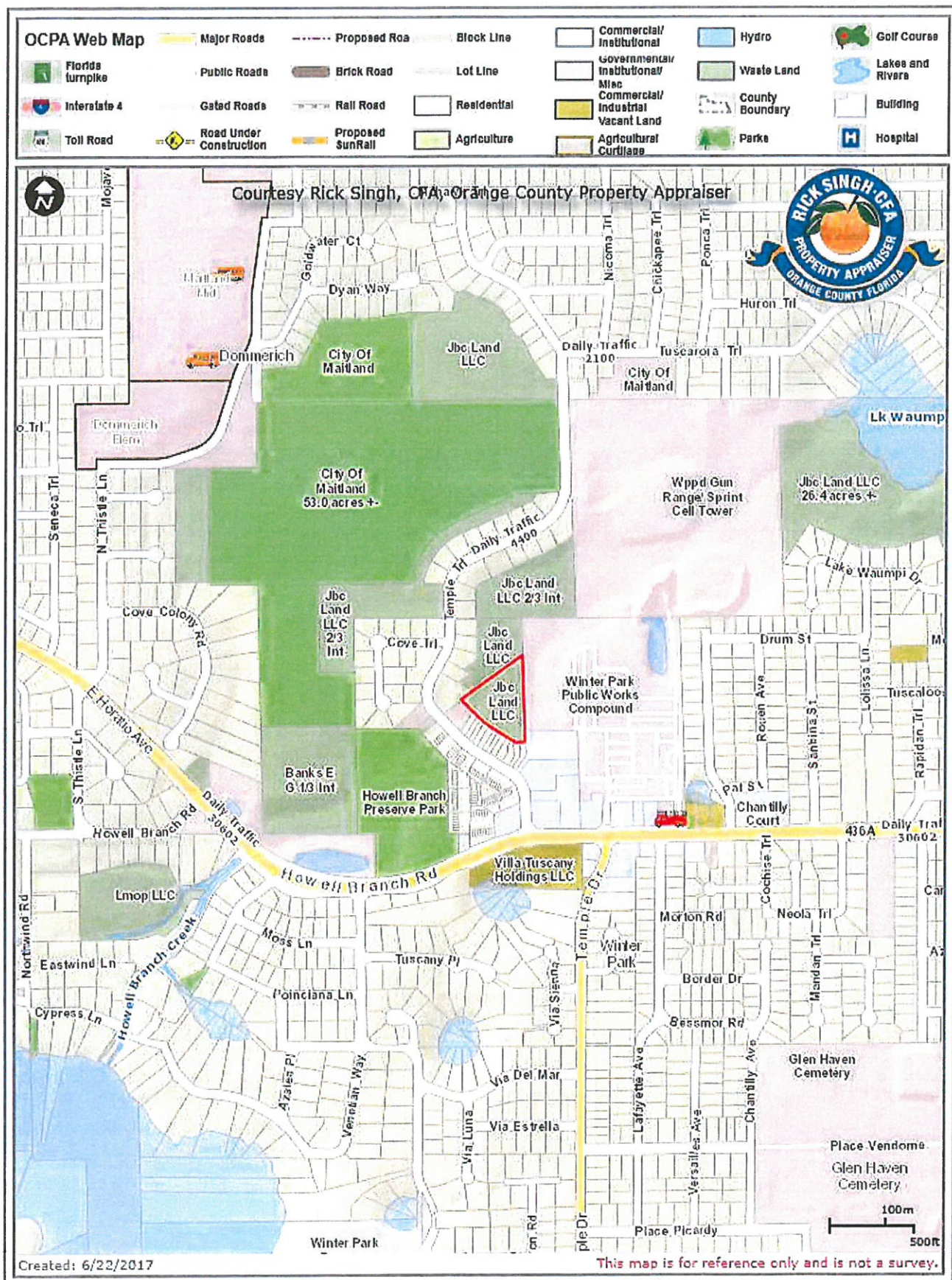


COMPOSITE EXHIBIT "A"





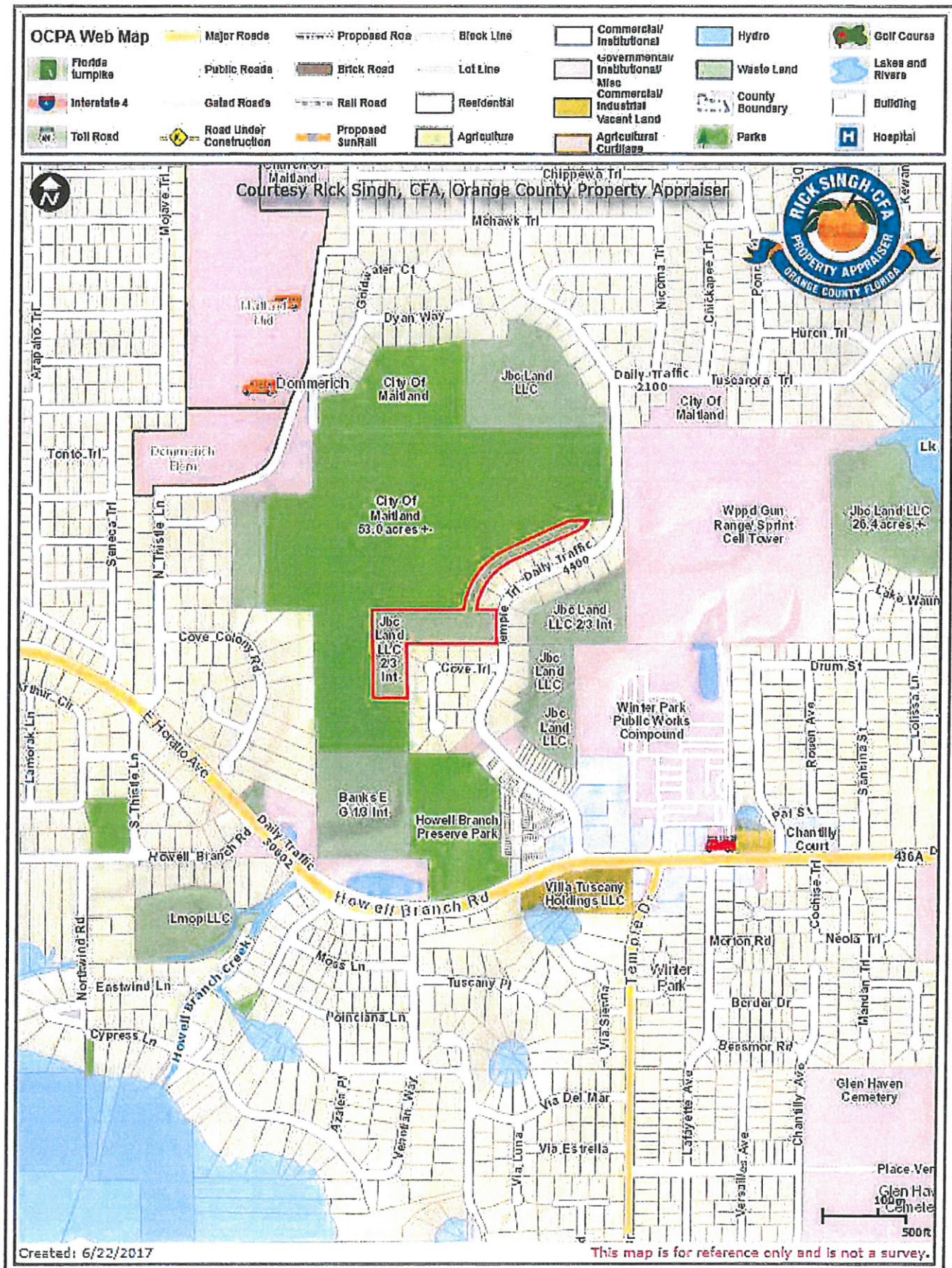








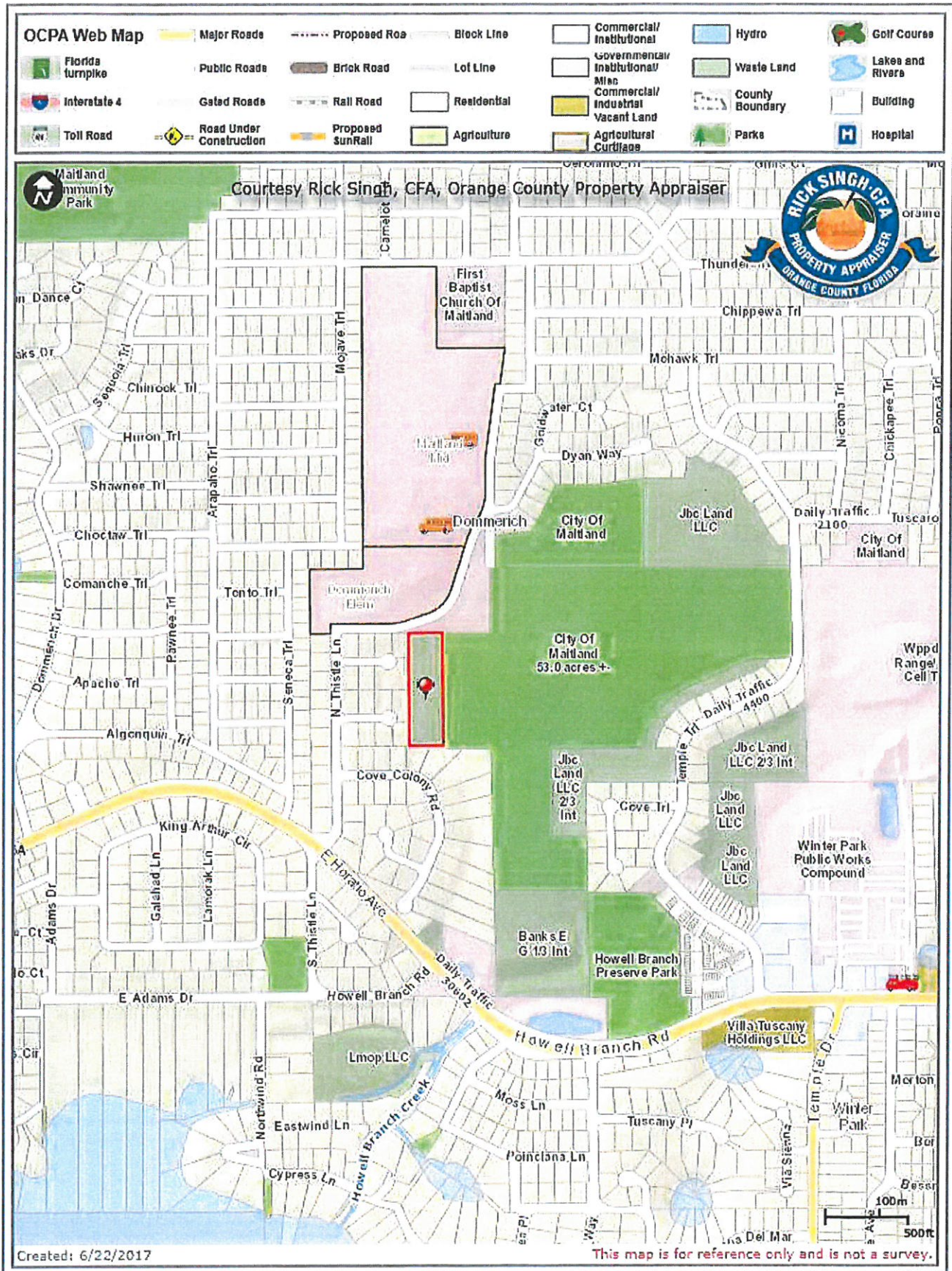














# city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	August 14, 2017	
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager	
department	Planning & Comm. Development		<input checked="" 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

Review of offers on city-owned property located at 1111 W. Fairbanks Avenue

## motion | recommendation

Staff recommends accepting the highest offer and authorizing the City Manager and the city's commercial real estate broker to negotiate a contract subject to City Commission's approval. Also, authorize staff to prepare and advertise the transfer of property upon closing.

## background

Subject to the Notice of Disposal process approved by the City Commission, the city received six offers or letters of intent to purchase, for the city's property located at 1111 W. Fairbanks Avenue. The City Commission directed staff to bring all offers and letters of intent to purchase to the City Commission for review. Under the NOD process, the City Commission may agree to proceed with one of these offers, continue the item for more consideration or reject all offers.

The offers/letters of intent are arranged in order of price and staff comments are summarized as follows:

1. Verax Investments LLC/ComTech Properties, Inc. Price: \$3,500,000  
Proposed Use: Two-story, mixed use medical and business office building of approx. 20,000 sq. ft.

Staff Comments: The proposed use and density/building size would fit within the C-3 zoning and applicable 45% floor area ratio.



2. Wilson Development Group LLC Price: \$3,050,000  
Proposed Use: Commercial retail building and drive-thru fast food restaurant with a combined building size of approx. 10,750 sq. ft.

Staff Comments: The proposed use and density/building size would fit within the C-3 zoning and applicable 45% floor area ratio. The drive-thru fast food restaurant is a conditional use and was specified in the City's NOD process as a proposed use not desired by the City Commission.

3. Tower Realty Partners, Inc. Price: \$3,000,000  
Proposed Use: Mixed-use retail and medical office building of approx. 20,000 sq. ft.

Staff Comments: The proposed use and density/building size would fit within the C-3 zoning and applicable 45% floor area ratio, if the project were at least a two-story building in order to accommodate the parking requirements.

4. Liberty Development LLC Price: \$3,000,000  
Proposed Use: Retail and Self-Storage building of approx. 91,800 sq. ft.

Staff Comments: The proposed use and density/building size cannot be built in the C-3 zoning because the project at a 71% floor area ratio exceeds the maximum 45% floor area ratio of the C-3 zoning and the City has no other zoning district to accommodate that FAR.

5. Halvorsen Suburban Centers, LLC Price: \$3,000,000  
Proposed Use: Two-story, grocery with parking at-grade under the predominately second floor grocery store. Project size is 22,622 square feet with 17,600 square feet within the at-grade parking level for a combined building size of approx. 40,262 sq. ft.

Staff Comments: The proposed density/building size cannot be built in the C-3 zoning because the project, at a 61% floor area ratio, it exceeds the maximum 45% floor area ratio of the C-3 zoning and the City has no other zoning district to accommodate that FAR.

6. Crown Property Solutions LLC Price: \$2,000,000  
Proposed Use: No proposed use is indicated.

All of the projects would need to be approved as conditional uses since all of these offers contemplate buildings over 10,000 square feet in size, or in the one case have a drive-thru restaurant. All of these offers or letters of intent to purchase contain various due diligence periods. During that due diligence time period, the buyer would undertake title and survey review, environmental testing, site and architectural plan preparation, arrange mortgage financing and undertake the conditional use approval process. In reviewing the proposals, staff would like to negotiate with the winning offer to establish an appropriate due diligence period that includes the conditional use process. Staff believes that this can be done within 120 to 160 days. The contract is signed following the adoption of the Ordinance authorizing the sale.

If the City Commission agrees to proceed with any of these offers, staff will prepare a formal real estate contract for sale. The staff will also prepare and advertise the Ordinance for the public hearings that are required by the City Charter in order to sell any city property. The sales contract would be an Exhibit to that Ordinance.



## **alternatives | other considerations**

The City Commission can choose to accept any bid, authorize staff to enter into negotiations with a first choice and possibly a second choice or not accept any of the bidders.

## **fiscal impact**

The appraised value of the property is \$2,960,000. With the exception of one bidder, all proposals meet or exceed the appraised value and purchase price. The CRA has approved a measure to allocate \$1,000,000 representing the CRA's share of the original purchase back to the CRA budget upon closing of the property.

# ComTech Properties, Inc.

Licensed Real Estate Broker

July 25, 2017

City Of Winter Park  
C/O CBRE  
Attention: Bobby Palta

Re: Letter of Intent to purchase real property located at 1111 West Fairbanks Avenue, Winter Park, Florida, 32789.

Dear Bobby:

This Letter of Intent (this "**Letter**") outlines the basic terms upon which the parties intend to enter into a Purchase and Sale Agreement (the "**Purchase Agreement**"), wherein Purchaser will agree to purchase the Property from Seller (the "**Transaction**") upon the terms and conditions set forth explicitly in the Purchase Agreement, and based upon the general terms contained herein.

1. Seller: City of Winter Park
2. Purchaser: Verax Investments, LLC and/or its assigns
3. Property: Fee simple interest in an estimated 1.51 acre parcel described as LAKE ISLAND ESTATES M/95 LOTS 7 TO 11 & 13 TO 18 & 10 FT VAC ALLEY N OF LOTS 7 TO 11 & S OF LOTS 14 TO 18 & N1/2 OF VAC ALLEY S OF LOT 13 PER 1780/381 BLK 1
4. Purchase Price: Three Million Five Hundred Thousand Dollars (\$3,500,000)
5. Method of Payment:
  - 5.1 \$50,000.00 earnest money deposit within Two (2) business days upon execution of the Purchase Agreement.
  - 5.2 \$50,000 earnest money deposit within Two (2) business days upon the end of the Inspection Period.
  - 5.3 The Deposits will be held in escrow by TBD
  - 5.4 Financing: Two Million Six Hundred Twenty Five Thousand Dollar (\$2,625,000)
  - 5.5 Balance to close: Seven Hundred Seventy Five Thousand Dollars (\$775,000)
6. Use: +/-20,000sf, Two (2) story building with close to 5/1000 parking, multi-use medical facility.
7. Inspection Period: Purchaser shall have Ninety (90) days following full execution of a Purchase Agreement to perform and complete its due diligence

1112 Sweetbriar Rd  
Orlando, FL 32806

investigation of the Property which may include, but is not limited to, title and survey review, civil and architectural, traffic engineering, above and below ground physical inspection, including environmental testing, all pertinent records or documents relating to the Property, zoning and entitlement for Purchaser's intended use, and any other due diligence reasonably contemplated by Purchaser. Should Purchaser not be satisfied with any aspect of its review and inspection of the Property, as determined in Purchaser's sole and absolute discretion, then the Purchase Agreement shall terminate and the earnest money deposit shall be returned to Purchaser.

8. Approval Period:

Purchaser shall have up to one hundred twenty (120) days following the Inspection Period to obtain governmental site plan approval for Purchaser's intended use of the Property, and to obtain appraisal satisfactory to Purchaser and its lender. Purchaser shall regularly inform Seller as to the progress of such approvals. If site plan approval and appraisal satisfactory to Purchaser have not been obtained by the end of the Approval Period, then Purchaser may either terminate the Purchase Agreement and recover the earnest money deposit or waive this condition and proceed with closing.

9. Due Diligence Documents:

Within three (3) days upon execution of the Purchase Agreement, Seller shall deliver to Purchaser any and all documents in its possession relating to due diligence including, but not limited to, existing surveys, existing environmental reports, Seller's title policy, existing geotechnical and soils reports, etc. In the event all documents are not delivered within that time, all timelines will get extended accordingly.

10. Closing:

Closing of the Transaction contemplated by this Letter shall take place on the date that is fifteen (15) days after the end of the Approval Period or earlier at, Purchaser's election.

11. Closing Costs:

Buyer and seller to pay their typical closing costs.

12. Public Amenities:

Buyer will use their best effort to create an amenity for the public, like access to the parking lot during non-business hours.

13. Financial Ability:

ComTech Properties Inc has received direct communication & documentation from the buyer's lender stating they are confident they can provide the financing for the total cost of the development.

14. Non-binding:

The purpose of this Letter is to set forth the general intent of Seller and Purchaser as to some of the material terms of a Purchase Agreement to be prepared by Purchaser. Except for the provisions of the "Confidentiality" provision below, and notwithstanding anything contained herein to the contrary, the parties agree that this Letter is non-binding upon Seller and Purchaser.

15. Confidentiality:

Seller and Purchaser will each maintain the confidentiality of the terms of the transaction and the contents of this Letter and the transaction documents, except



that either party may disclose the terms hereof to its attorneys, lenders, investors, consultants, or advisors.

16. Brokerage: Buyer acknowledges that there is no brokerage agreement with the seller and buyer acknowledges it is their sole responsibility to pay a commission to their Broker, ComTech Properties Inc, in a separate written agreement, in the event the Purchase Sale Agreement is closed.
17. Purchase Agreement: Seller shall prepare an initial draft of the Purchase Agreement contemplated by this Letter of Intent. The parties agree to use commercially reasonable efforts to complete the negotiation and execution of the Purchase Agreement within thirty (30) days following full execution of this Letter.

If this Letter correctly describes your understanding of the basic terms of the Transaction, please so indicate by signing, dating, and returning a copy of this Letter to the undersigned.

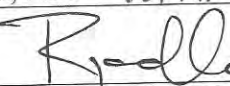
Sincerely,



Amy Ullrich, agent of  
ComTech Properties, Inc.  
[amyammerman@gmail.com](mailto:amyammerman@gmail.com)  
407-276-2398 (cell)

CC- Don Ammerman, S.I.O.R.

**Agreed to by:**

<b>Seller:</b>	<b>Buyer:</b>
City of Winter Park	<del>Verax, LLC</del> VERAX INVESTMENTS LLC
By:	By: 
Name:	Name: Ravi Gandhi, M.D.
Title:	Title: Authorized Representative
Date:	Date: 7/26/17
	By:
	Name: Javier Miller, M.D.
	Title: Authorized representative
	Date:

By: By:  
 Name: Name: **Ravi Gandhi, M.D.**  
 Title: Title: Authorized Representative  
 Date: Date:

By:



Name: **Javier Miller, M.D.**

Title: Authorized representative

Date:

7/25/17

**Development Schedule  
(in days)**

Due Diligence Documents received:	30	30	30	30	30	30	30	30	15	30	30	30	30	30	30
Inspection Period															
Approval Period															
Closing															
Construction															

1112 Sweetbriar Rd  
 Orlando, FL 32806

**Development Schedule  
(in days)**

Due Diligence Documents received:	30	30	30	30	30	30	30	15	30	30	30	30	30	30
Inspection Period														
Approval Period														
Closing														
Construction														



## Conceptual Building Ideas





**Burkett**  
engineering

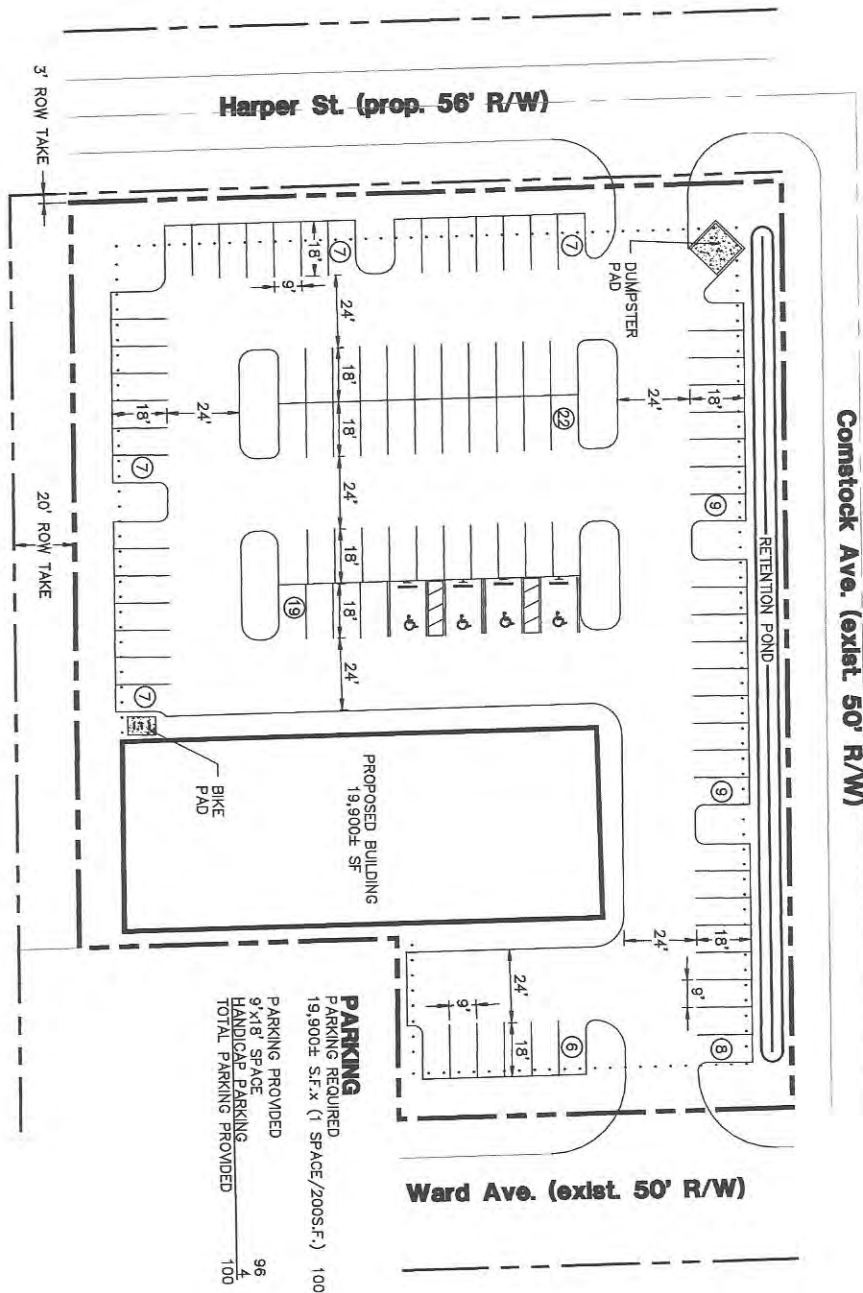
105 E. Robinson Street, Suite 501 Orlando, Florida 32801  
(407) 246-1260 Fax (407) 246-0423  
www.burkettengineering.com

CIVIL ENGINEERING  
CONSULTANTS

**VERAX INVESTMENTS, LLC**

**CONCEPT PLAN 3**

DATE: 7/26/17  
BEI JOB No.: 1715.10  
SCALE: 1"=40'





June 5, 2017

Bobby Palta  
CBRE - Orlando  
200 S. Orange Ave.  
Suite 2100  
Orlando, FL 32801

CC: Jared Ettinger – Berkshire Realty, LLC

**RE:** Proposed acquisition of "West Fairbanks Ave parcel" a +/- 1.51 acre property located at 1111 W. Fairbanks Ave., Winter Park, FL 32789 [Parcel ID#: 292201451201070] (the "Property")

Dear Bobby:

This Letter of Intent (the "**LOI**") will confirm the discussions with you regarding a possible purchase of land located in Winter Park, FL. Please see the following preliminary terms and conditions under which Wilson Development Group ("**WDG**") would consider proceeding with the proposed investment:

<b>Property:</b>	"West Fairbanks Ave parcel" a +/- 1.51 acre property located at 1111 W. Fairbanks Ave., Winter Park, FL 32789 [Parcel ID#: 292201451201070] described in Exhibit "B" and to be further defined.
<b>Purchaser:</b>	Wilson Development Group, LLC (or another WDG entity to be formed)
<b>Seller:</b>	City of Winter Park
<b>Purchase Price:</b>	Three Million Fifty Thousand and No/100 Dollars (\$3,050,000.00).
<b>Financing</b>	No financing contingencies.
<b>Earnest Money Deposit:</b>	Fifty Thousand Dollars (\$50,000). This money shall be fully refundable through the end of the Inspection Period. If the Purchaser elects to waive contingencies and move forward with the transaction, these funds will be treated as a credit at closing.
<b>Inspection Period:</b>	One Hundred Fifty (150) Calendar Days. This period shall commence on the Effective Date of the Purchase & Sale Agreement (or upon receipt of the items in Exhibit A, whichever is later).



<b>Closing Period:</b>	Purchaser shall close within Sixty (60) Calendar Days from the expiration of the Inspection Period.
<b>Permitting Extension:</b>	Purchaser may extend Inspection Period by one (1) 60 Day Term by adding an additional Ten Thousand Dollars (\$10,000) of additional Earnest Money for each extension.
<b>Closing Costs:</b>	Each party shall pay their own attorney's fees. Other closing costs shall be handled in the manner which is customary in the state of Florida. Purchaser shall be responsible for the update of all Third Party reports (Title, Survey, Environmental Assessment and a Property Condition Report).
<b>Due Diligence Items:</b>	Please see Exhibit A, which reflects the documents WDG will need to review during the Inspection Period. Only the documents in the Seller's possession are applicable.
<b>Property Delivery:</b>	Property will be delivered free and clear of any debt obligations.
<b>Brokerage Commissions:</b>	Jared Ettinger of Berkshire Realty, LLC represents the Purchaser in this transaction and shall be owed fees/commissions to be paid for by Seller, pursuant to a separate agreement.

We look forward to working with you and your counsel in the expeditious drafting and execution of mutually-acceptable Purchase & Sale Agreement. If this Letter of Intent correctly states a mutual understanding, please so indicate by signing below and returning to the undersigned a copy of this Letter of Intent no later than the close of business on **August 31, 2017**.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew D. Wilson", with a stylized flourish at the end.

Matthew D. Wilson  
Principal

Date: June 5, 2017

***Agreed and Accepted:***

\_\_\_\_\_

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

Name:

Title:

Date:

EXHIBIT A

Due Diligence Items (Only that are in the possession of the Seller):

1. **Copies of Real Estate Tax Bills and Notices (*as received*)**
2. **Copies of Certificates of Insurance (*upon renewal*)**
3. **Copies of any service of process, complaints or other legal filings, or any other claims, threatened claims, litigation or threatened litigation from any tenant, any governmental agency or authority or any other person (*as received*)**
4. **Copies of any Third Party reports (Environmental Assessment, Survey, Property Condition Report, Title with Underlying Documents, etc.)**
5. **Any Easements, Covenants or Restrictions affecting subject property**
6. **Zoning Information**



EXHIBIT B



## **MEMORANDUM OF UNDERSTANDING**

**The information listed below is an effort to help align this development with the City of Winter Park and the redevelopment of the Fairbanks Road Corridor.**

<b>Type of Use:</b>	<b>Retail</b>
<b>Square Footage:</b>	<b>To conform with current FAR.</b>
<b>Property Use Restrictions:</b>	<b>Buyer agrees to restrict Automotive Repair or Service, Fast Food with or without drive thru such as McDonalds, Burger King, Chick Fila, PDQ or any other “Fast Food” type restaurants to be further defined in deed restriction.</b>
<b>Building Height:</b>	<b>Building height shall not exceed current zoning requirements.</b>
<b>Development Schedule:</b>	<b>After execution of Tenant leases, Developer shall apply for permits and continue on timely development schedule.</b>
<b>Public Involvement:</b>	<b>Developer shall hold a workshop with local residents to learn of vision for the project.</b>



Portfolio **About** Contact

WDG provides turn-key, full-cycle build-to-suit development and re-development services for retail projects of all sizes and scope. These services include, but are not limited to, site selection; land acquisition; site layout; value engineering; permitting; zoning; and construction management.

Additionally, WDG actively pursues the acquisition of existing value-add retail projects ranging from single-tenant assets to power center projects. The principals of WDG have more than 30 years of experience focused on the acquisition, development and management of retail investment properties with an aggregate value exceeding \$900 million.



## WDG LEADERSHIP

### MATT WILSON PRINCIPAL

Matt is the founder of Wilson Development Group.

Prior to founding WDG, Matt served as Principal and Development Manager at Blanchard Real Estate ("BRE"). While at BRE, Matt focused on turn-key, full-cycle build-to-suit developments and re-developments of retail projects. Matt was responsible for overseeing all facets of the development process, including securing the initial site and managing projects up to tenant occupancy.

Prior to joining BRE, Matt was Vice President of Development at Butler Development Group (Atlanta, GA) for eight years. At Butler, Matt was personally involved with the development of over 100 build-to-suit projects across various national credit tenants.

Matt graduated from the University of Georgia with a BBA in Finance and has served as a member of the Terry College of Business Young Alumni Board. Matt currently resides in Atlanta.



## DAVID WISHEN

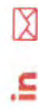
PRINCIPAL

David is one of the managing principals of WDG.

Since 2013, David has also served as Principal of BRE.

Prior to joining BRE, David was an investment banker in the Global Industrials Group at Credit Suisse, based in New York. While at Credit Suisse, David and his team provided execution and/or advisory for mergers, acquisitions and financings valued at approximately \$21 billion for some of the world's largest companies. Earlier in his career, David focused on retail investment property sales at an Atlanta-based firm, eventually rising to Director of Sales.

David received his MBA with a concentration in Finance from Duke University's Fuqua School of Business, which he attended as a Merit Scholarship recipient.



---

## KEVIN FRAZIER

PRINCIPAL

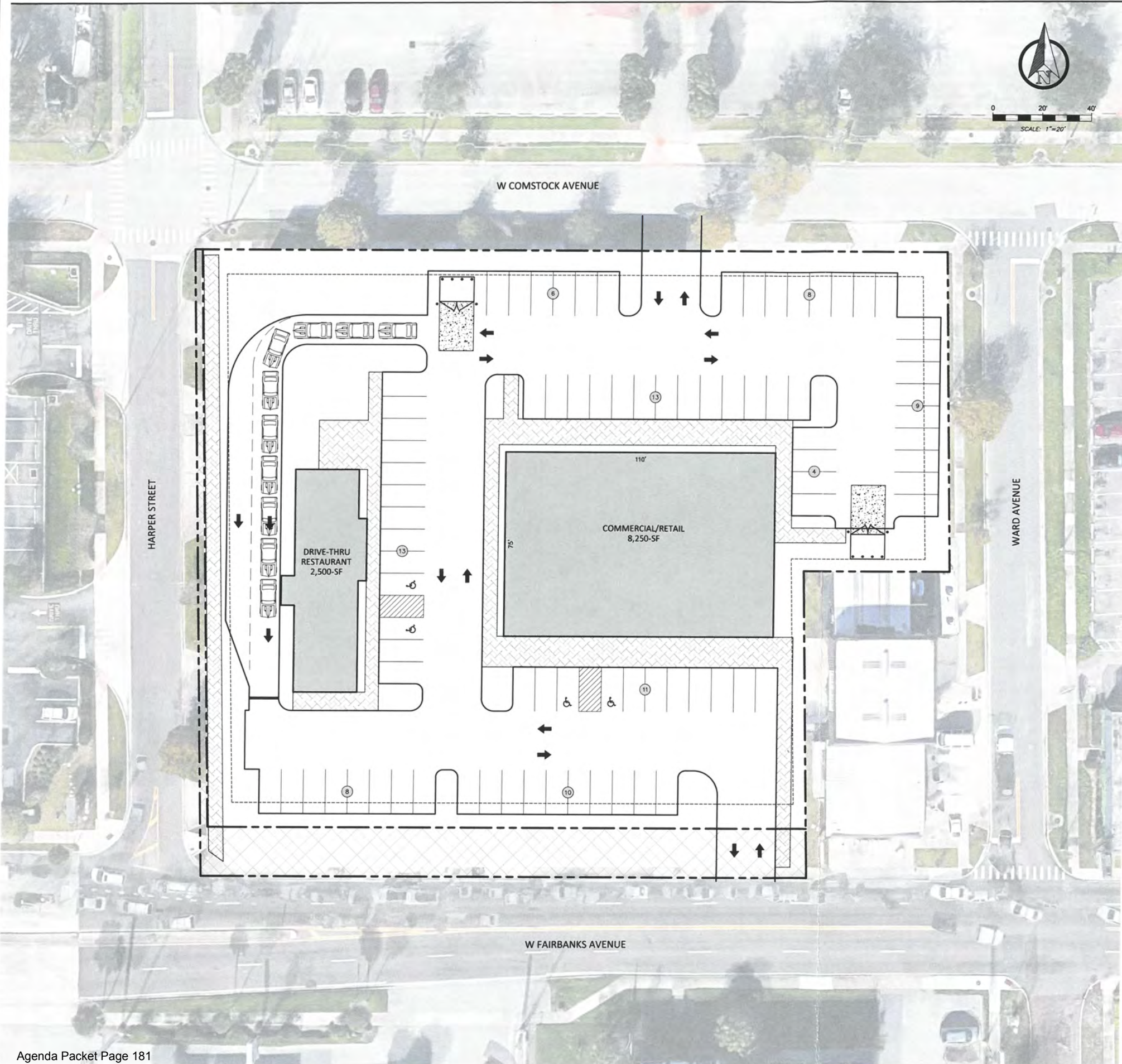
Kevin is one of the managing principals of Wilson Development Group.

Prior to joining WDG, Kevin was the Vice President of Acquisitions for Core Property Capital, a private equity firm in Atlanta, GA. During his seven years at Core, Kevin successfully sourced and transacted on \$350MM in multi-family, retail, debt recapitalization, discounted note purchase, and development opportunities encompassing 1.6M SF of retail and 700+ multi-family units in Alabama, Florida, Indiana, Louisiana, North Dakota, South Dakota, Tennessee, and Texas.

Kevin received his bachelor's degree from the University of Georgia, is a ten year member of the International Council of Shopping Centers, and is licensed real estate salesperson in the state of Georgia. Kevin currently resides in Atlanta.







VICINITY MAP  
N.T.S.

SITE SUMMARY	
PROPOSED ZONING DISTRICT	C-3
PROPOSED USE	RESTAURANT/RETAIL
TOTAL SITE AREA	±1.510 AC
PROPOSED BUILDING	7,500 SF
MAXIMUM ALLOWED BDLG HEIGHT	
MAX FLOOR AREA RATIO	
MAX ALLOWED IMPERVIOUS AREA	
PROPOSED IMPERVIOUS AREA	
MINIMUM LANDSCAPE AREA	
PROPOSED LANDSCAPE AREA	
DISTURBED AREA	
FRONT BUILDING SETBACK	10'
SIDE BUILDING SETBACK	5'
REAR BUILDING SETBACK	30'
PARKING STALL DIMENSIONS	9' X 18'
REQUIRED PARKING	82
PROPOSED PARKING	82
REQUIRED PARKING BASED ON: COMMERCIAL/RETAIL: 1 STALL PER 250-SF RESTAURANT: 1 STALL PER 50-SF	

## PRELIMINARY CONCEPT

NOTE:  
THIS CONCEPTUAL DESIGN SHOULD BE UTILIZED AS A GRAPHICAL REPRESENTATION OF A POSSIBLE DESIGN CHOICE. THE  
INFORMATION ON THIS PLAN WAS DESIGNED FROM LIMITED MATERIAL AND HAS ITS INACCURACIES, THEREFORE IT SHOULD  
NOT BE USED FOR CONSTRUCTION UNTIL ALL APPLICABLE MATERIAL NEEDED HAS BEEN REVIEWED AND INCORPORATED.



CONTINEO GROUP  
3081 HOLCOMB BRIDGE RD  
SUITE A-2  
NORCROS, GA 30071  
678.601.6046  
www.icg.engineer



WDG  
WILSON DEVELOPMENT GROUP  
2970 PEACHTREE ROAD NW  
SUITE 805  
ATLANTA, GA 30305  
TEL: 706.296.2964

ORLANDO DEVELOPMENT  
COMMERCIAL DEVELOPMENT  
ISSUED FOR: CONCEPT PLAN  
JURISDICTION: CITY OF ORLANDO  
LOCATION: 107 HILLCREST AVENUE  
ORLANDO, FLORIDA 32081

#	DATE	REVISIONS

These drawings and the design represented herein are the exclusive property of The Continio Group. Reproduction or any use of these drawings without the written consent of The Continio Group is prohibited. Any unauthorized use will be subject to legal action.

DRAWN: GL	CHECK: EGS
JOB NO: Q-17068	DATE: 07/23/17

CONCEPT  
PLAN  
SHEET  
CSP02





135 W. Central Blvd., Suite 900

Orlando, FL 32801

PHONE: 407-659-0120 x 113

FAX: 407-659-0667

E-MAIL: [rberman@towerrealtypartners.com](mailto:rberman@towerrealtypartners.com)

July 27, 2017

Mr. Bobby Palta  
CBRE  
200 S. Orange Avenue, Suite 2100  
Orlando, FL 32801  
E-Mail: [bobby.palta@cbre.com](mailto:bobby.palta@cbre.com)

**Sent via Email**

RE: 1111 W. Fairbanks, Winter Park, FL  
1.5 ± acres ("Property")

Dear Bobby:

This letter summarizes the basic business terms and conditions upon which Tower Realty Partners, LLC ("Buyer") is willing to acquire the Property.

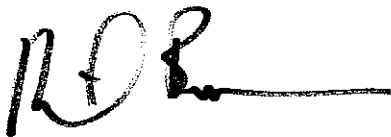
1. The Purchase Price is \$3,000,000 all cash at closing.
2. Upon mutual execution of the Purchase Agreement, Buyer will provide \$25,000 to be deposited into an interest-bearing escrow with an escrow company to be selected by Buyer.
3. Buyer plans to develop an office and retail building comprising approximately 20,000 square feet on the Property to house the flagship facility for Advanced Dermatology, the largest dermatology practice in the country with over 180 locations. Any space not used by Buyer will be leased to other tenants.
4. Seller shall provide to Buyer a current survey of the Property prepared by a Registered Surveyor within ten (10) days after the Effective Date of the Purchase Agreement.
5. For a period of sixty (60) days (hereinafter referred to as the "Feasibility Period") from the Effective Date, the Buyer will conduct studies, soil borings and soil analysis, water and sewer location availability and any other engineering or environmental studies, title search and surveys which at its sole discretion it may determine are necessary. In the event that Buyer, in its sole and absolute discretion, determines that the Property is not appropriate for development in accordance with its intentions, Buyer may, at Buyer's option, terminate the Purchase Agreement, which option Buyer shall exercise by giving

written notice thereof to Seller on or before the expiration of the Feasibility Period, in which event the initial deposit shall be returned to Buyer promptly upon demand therefore and thereupon all rights and liabilities of the parties hereto shall cease and terminate.

6. Buyer has advised Seller that Buyer intends to use the Property for the development and construction of an office and retail project ("Intended Use"). Buyer has further advised Seller that, in order for Buyer to develop the Property for Buyer's Intended Use, the Buyer must be able to secure approval of a site plan and any other development approvals required by the City of Winter Park ("City") acceptable for Buyer's Intended Use ("Development Approval"). Buyer shall, at Buyer's sole cost and expense, make such application to the City for the various matters described herein to gain such Development Approval. Buyer shall have 180 days from and after the Effective Date to secure the Development Approval. If Buyer is unable to secure the Development Approval during such period acceptable to the Buyer, then Buyer may terminate the Purchase Agreement by written notice to Seller. If Buyer terminates the Purchase Agreement, the deposit shall be returned to Buyer promptly upon demand therefore and thereupon all rights and liabilities of the parties hereto shall cease and terminate.
7. The Closing shall take place no later than forty-five (45) days after the Development Approval.
8. All Closing Costs and title charges shall be paid and adjusted as customary in the State of Florida (including the Seller paying documentary stamp tax and the title insurance premium). Seller shall pay the real estate commission.
9. Buyer shall assign the contract to a single purpose entity created to own the Property.

This document is intended to constitute a non-binding letter of intent only. Completion of the transaction contemplated by this letter is subject to the negotiation and execution of a mutually acceptable Purchase Agreement, the terms of which, if executed and delivered by Seller and Buyer, shall govern the rights and obligations of both parties.

Sincerely,

A handwritten signature in black ink, appearing to read "RDB", followed by a horizontal line.

Reid Berman

## **PARK TOWER**

400 North Tampa Street  
Tampa, Florida 33602

VIEW AVAILABILITIES ([HTTP://WWW.PARKTOWERTAMPA.COM/EMAIL/LEASING.HTML](http://www.parktowntampa.com/email/leasing.html))

GO TO PROPERTY WEBSITE ([HTTP://WWW.PARKTOWERTAMPA.COM/](http://www.parktowntampa.com/))



# SEARCH PROPERTIES

SELECT DESIRED LOCATION

SELECT PROPERTY TYPE

SELECT DESIRED SPACE RANGE

*type here to search for a specific property*

## REFINE SEARCH

[Clear Filters](#)



(/property/park-tower)



(/property/111-north-orange)



(/property/555-winderley-place)



(/property/850-traffic)



(/property/901-maitland-center)



(/property/city-center)



(/property/contact-pointe)



(/property/fairwinds-tower)





(/property/first-central-tower)



(/property/maitland-100)



(/property/maitland-green-i)



(/property/maitland-green-ii)

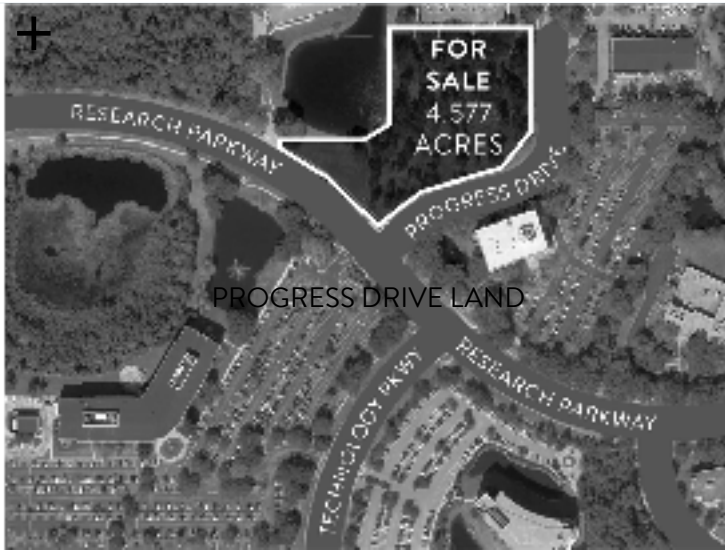


(/property/morgan-stanley-tower)



(/property/orlando-central-center)





(/property/progress-drive-land)



(/property/quorum-center)



(/property/research-commons)



(/property/shoppes-of-lake-mary)



(/property/southpoint-executive-center)



(/property/technology-parkway-land)



UNIVERSITY TECH CENTER

(/property/university-tech-center)



WELLS FARGO CENTER

(/property/wells-fargo-center)



WINTER PARK BUSINESS CENTER

(/property/winter-park-business-center)



WINTER PARK MEDICAL CENTER

(/property/winter-park-medical-center)

## ABOUT

TOWER is a privately held, commercial real estate investment & management company based in Orlando, Florida.

TOWER is a recognized leader in the value-add office investment community with an established 30 year track record of delivering exceptional risk adjusted returns for investors.

---

Founded in 1987 by principals Cliff Stein & Reid Berman, TOWER has been involved for the acquisition, leasing, and management of over 20 million square feet of real estate totaling in excess of \$1.6 billion in transactions.

In addition to real estate investments & property management, TOWER offers a full spectrum of supplementary services including asset management, development, facilities management, construction management, and brokerage services.

## CONTACT

---

Fill in the provided fields below.

SELECT REASON FOR CONTACT

Leasing Inquiry

*first name \**

*last name \**

*company \**

*email address \**



# LIBERTY DEVELOPMENT, LLC.

834 Highland Ave.  
Orlando, Florida 32803

Direct Phone: (407) 774-8818  
Fax: (407) 774-6697

July 27, 2017

Ms. Jennifer Jones, CPPB, FCCM  
City of Winter Park  
401 South Park Avenue  
Winter Park, FL 32789  
[jjones@cityofwinterpark.org](mailto:jjones@cityofwinterpark.org)  
407-599-3267

RE: 1.632 +/- acre site located at 1111 West Fairbanks in Winter Park, Orange County, Florida.

Dear Ms. Jones:

Thank you for the opportunity to present the following "non binding" letter of intent:

1. **Site:** 1.632 +/- acre site located at 1111 West Fairbanks Avenue in Winter Park, Orange County, Florida, as shown on the attached Exhibit A. (the "Property"). The parcel ID for the property is 01-22-29-4512-01-070.
2. **Purchase Price & Deposit:** \$ 3,000,000. Seller pays all real estate taxes, special assessments (if any), costs relating to the purchase and sale including transfer fees and owners title insurance. Initial Deposit is \$50,000.
3. **Proposed Use:** Mixed-use retail and climate controlled storage.
4. **Due Diligence:** The Due Diligence Period ends 90 days after Contract Commencement. At the end of the Due Diligence Period, an additional \$10,000 will be placed in escrow for a total of \$60,000 in deposits and shall become non-refundable but applicable to the purchase price subject only to Seller's representations, warranties, permit contingency and obligations within the purchase and sale agreement as described below.
5. **Closing & Permit/Zoning Contingency:** Buyer shall have 120 days following the expiration of the Due Diligence period (Permit & Zoning Contingency Period) to obtain all permits or necessary rezonings required to construct buyers intended use on the Property. Closing shall occur 30 days after the expiration of the Permit Period. Buyer may extend the Permit Contingency Period two times for 30 days each with an additional \$5,000 non-refundable deposit per extension. The extension deposits shall be applicable to the purchase price at closing.
6. **Title:** The condition of the title to the property must be acceptable to Buyer in all respects. Seller shall convey fee simple title to Buyer at the closing by special warranty deed subject to those exceptions acceptable to Buyer.
7. **Signed Contract:** Upon acceptance of these major business points, the parties shall enter into a mutually acceptable contract identifying all specific business and legal issues. Buyer will provide a Purchase and Sale Agreement within five (5) days of the execution of this Letter of Intent.
8. **Timing:** We request you acknowledge agreement to the above terms by signing below and returning this letter to us by within three (3) business days from the date of this letter.
9. **Real Estate Commission:** All sales commission associated with this transaction shall be paid by the Seller. Foundry Commercial Real Estate is representing the Buyer. Seller shall pay a brokerage commission of 3% of the purchase price at Closing.
10. **Special Conditions:** Seller shall provide, within ten (10) days of contract execution, all available "Books and Records" including; construction, building and site plans, permits, surveys, studies, and any and all environmental reports identifying past and present conditions of this property.

Sincerely,

  
12/834114;1}

Acknowledgment by Seller:

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

EXHIBIT A





FOUNDRY  
COMMERCIAL

1111 W Fairbanks Ave, Winter Park, FL



# EXECUTIVE SUMMARY

---

Thursday, July 26, 2017

Re: Bowl America/ Liberty Investment Property

To Whom It May Concern,

The following is a brief package representing our intent for the redevelopment of the former Bowl America Winter Park site, and we hope this is useful in evaluating our proposal. The following includes an aerial with conceptual site plan overlay, a full conceptual site plan (representing grade level only and not the self storage floor plates on the second and third floor), conceptual design elevations, conceptual design elements, some existing facilities we have developed and own, as well as brief overview of our companies.

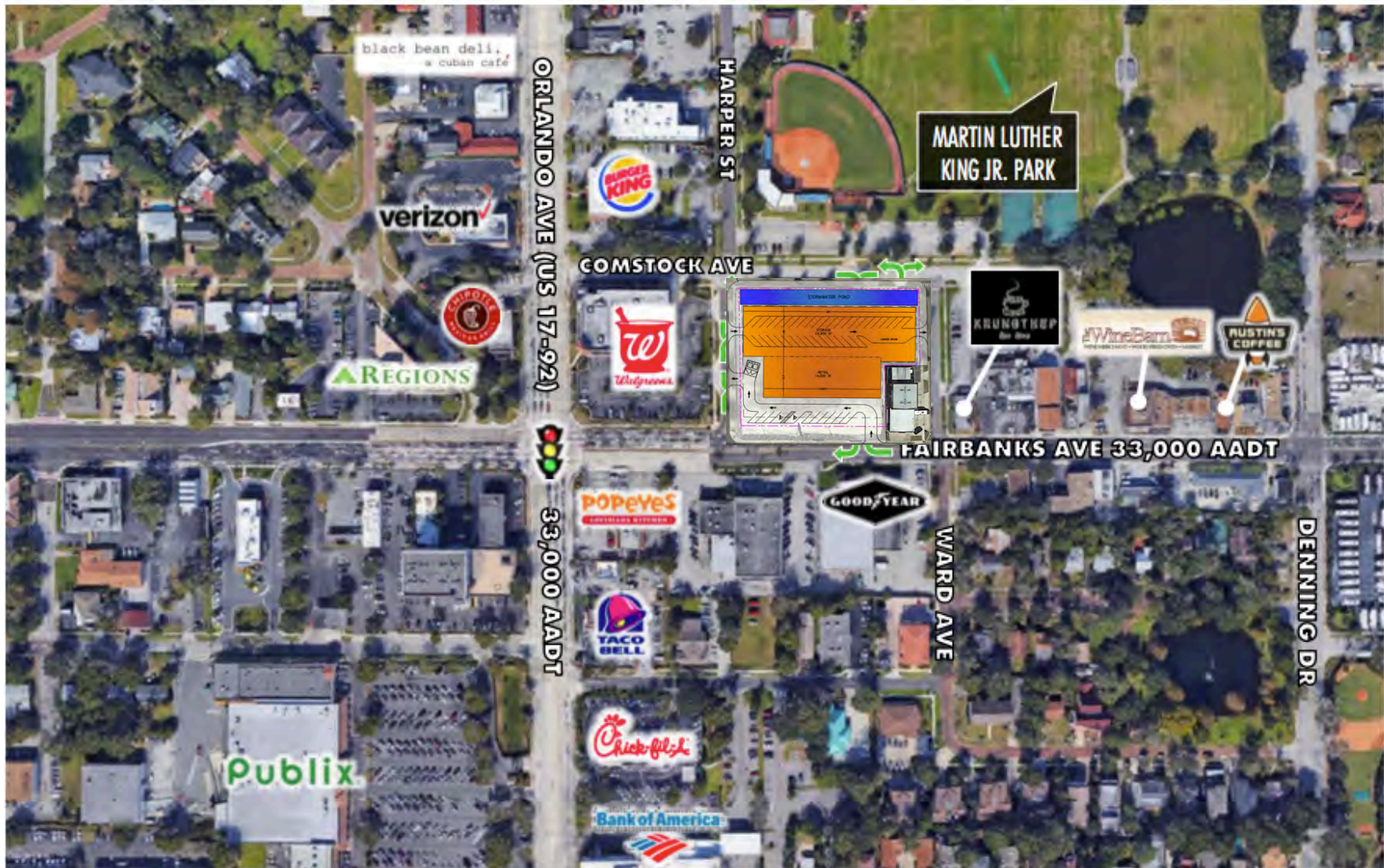
We believe the location represents a unique redevelopment opportunity that would combine both high quality retail and self-storage into an integrated retail development.

We are excited to continue this design plan with additional site specific elevations, which we are in the process of preparing, and would welcome the opportunity to answer questions, refine ideas and generally discuss the merits of a new development.

Thanks for all your assistance and we look forward to discussing further!

Adam Mikkelson, President  
Liberty Investment Property

# LOCATION MAP (WINTER PARK, FL)





# CONCEPT SITE PLAN



## Liberty Investment Properties – Winter Park, FL

Site Area: 1.51 Acres

Zoning: Commercial (C-3)

### Building Area

Retail 14,000 sqft

Storage 77,800 sqft

Total 91,800 sqft

### Proposed Parking

9' x 18' spaces 45 spaces

ADA Accessible 2 spaces

Total 47 spaces



### CONCEPTUAL SKETCH "A"

07/23/17 - CONTACT BROOKS A. STICKLER, P.E. (407) 427-1677





# CONCEPTUAL DESIGN ELEVATIONS



# CONCEPTUAL DESIGN ELEVATIONS





# CONCEPTUAL DESIGN ELEMENTS





## OTHER URBAN PROJECTS



\*MILLS AVE. ORLANDO, FL

# OTHER SUBURBAN PROJECTS



\*WINDERMERE, FL





At its core, Liberty has always been about relationships and entrepreneurial thinking. Since its start in 1990 Liberty has been a staple in the Self Storage Industry. In 1994 Liberty garnered the attention of Shurgard Storage Centers, Inc. and became their Florida joint venture partner. The relationship led to the successful development and acquisition of 37 storage facilities and nearly 3 million square feet of rentable space. In 2005 Shurgard was acquired by Public Storage. Today Liberty is growing the My Neighborhood Storage Brand with 9 facilities in Central Florida. Liberty is continuing to expand its portfolio through acquisition and development, focused on long-term relationships and built around a common strategy for executing on compelling ideas. It's how we began and we still believe our best days lie ahead.



## OUR PURPOSE

...is to create and develop real estate investment opportunities.



## OUR VISION

...is to generate long-term profitability and inspire a lasting impact.



## OUR VALUES

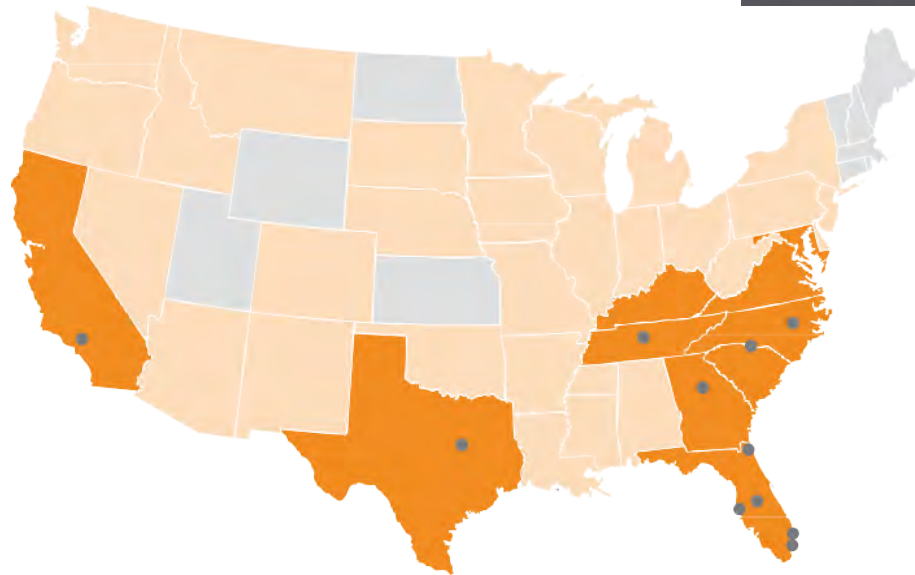
- Relationships** : People Matter. Communities Matter.
- Responsibility** : Relentless pursuit of truth
- Innovation** : Simplify the complex.
- Excellence** : Not an act but a habit.
- Balance** : Work Hard. Play Hard.



## OVERVIEW

Foundry Commercial began as CNL Commercial Real Estate in 2007 when 12 former Trammell Crow Partners joined CNL Financial Group to launch a real estate services platform specializing in office, industrial and retail real estate. Since its founding, Foundry Commercial has grown to be a regional real estate operating company with over 250 real estate professionals covering more than 40 million square feet of projects in 12 full-service offices over seven states covering the Southeast US (D.C. to Dallas).

Foundry Commercial has grown to be a truly unique commercial real estate Company in the Southern U.S. We are both a local operator and a sophisticated investment partner helping our customers execute their investment strategies in multiple ways. This combination of boots on the ground services with investment expertise creates a virtuous circle which builds our relationships with our investment customers and owners and strengthens our real estate service delivery platform.



2007 Formation as CNL  
Commercial Real

0 sf of Leasing & Management

12  
Associates

2016 Rebrand to  
Foundry Commercial

40 million sf of Leasing & Management

255  
Associates



July 13, 2017

Bobby Palta  
CBRE  
200 S. Orange Avenue Ste. 2100  
Orlando, FL 32801

RE: +/- 1.5 acres of land located at 1111 W Fairbanks Avenue, Winter Park, FL 32789

Dear Bobby:

The intention of this Letter of Intent (LOI) is to demonstrate our interest in acquiring the above captioned Property, upon the pertinent terms & conditions as set forth herein below.

**PROPERTY** +/- 1.5 acres of land located at 1111 W Fairbanks Avenue, Winter Park, FL 32789 as generally depicted on **Exhibit "A"** attached hereto.

**BUYER:** Halvorsen Suburban Centers LLC

**SELLER:** City of Winter Park

**PRICE:** Three Million (\$3,000,000) Dollars

**DEPOSIT:** Total Deposit: Three Hundred Thousand (\$300,000) Dollars payable:  
Initial Deposit: Seventy Five Thousand (\$75,000) Dollars within (5) days of full execution of a Purchase & Sale Agreement  
Additional Deposit: Two Hundred Twenty Five Thousand (\$225,000) Dollars within (5) days from the expiration of the Inspection Period

**INSPECTION PERIOD:** Ninety (90) days following each parties receipt of a fully executed Purchase and Sale Agreement.

**CONDITIONS PRECEDENT:** Buyer's obligation to Close and Buyer's Deposit(s) shall be subject to Buyer's procurement of all requisite permits & approvals.

**CLOSING:** The later of (a) Two Hundred Forty (240) days following, the expiration of the Inspection Period or (b) Thirty (30) days, following the satisfaction of Buyer's Conditions Precedent, in no event to be later than November 1, 2018.

**NO CHANGE:** Seller shall not remove anything from (unless otherwise specified in the Purchase and Sale Agreement nor shall Seller deposit anything onto the Property or otherwise encumber the Property, during the pendency of this LOI, Purchase and Sale Agreement.

**INTENDED USE:** Specialty high end organic grocery store.

**ARCHITECTURAL  
CONTROL:**

All plans and architectural designs shall be subject to City of Winter Park review and approval.

**BROKER(S):**

Buyer and Seller hereby represent that neither has dealt with any broker other than Bobby Palta of CBRE, as Broker, who shall be paid by Seller, at time of Closing pursuant to a separate fee agreement.

**AGREEMENT:**

Except as stated in the Confidentiality provisions immediately below, this LOI does not constitute or create any legally binding obligation on either party. This LOI is subject to Buyer & Seller negotiating (employing commercial reasonableness) & executing a Purchase and Sale Agreement within thirty days from the execution of this LOI. The failure of the parties to both fully execute this LOI and return the same to the other within ten (10) business days of the date first written above shall immediately invalidate any partially executed version hereof, unless otherwise agreed by the parties in writing.

**CONFIDENTIALITY:**

*Buyer has delivered this LOI, expressly conditioned upon Seller holding same in the strictest of confidence, with the explicit understanding (as acknowledged, and agreed to by Seller) that Seller shall not share or use the terms of this LOI with unrelated third parties. Seller herein represent to Buyer that Seller shall not during the pendency of this LOI, entertain other offers on the Property, nor shall Seller negotiate with other prospective purchasers.*

Respectfully,



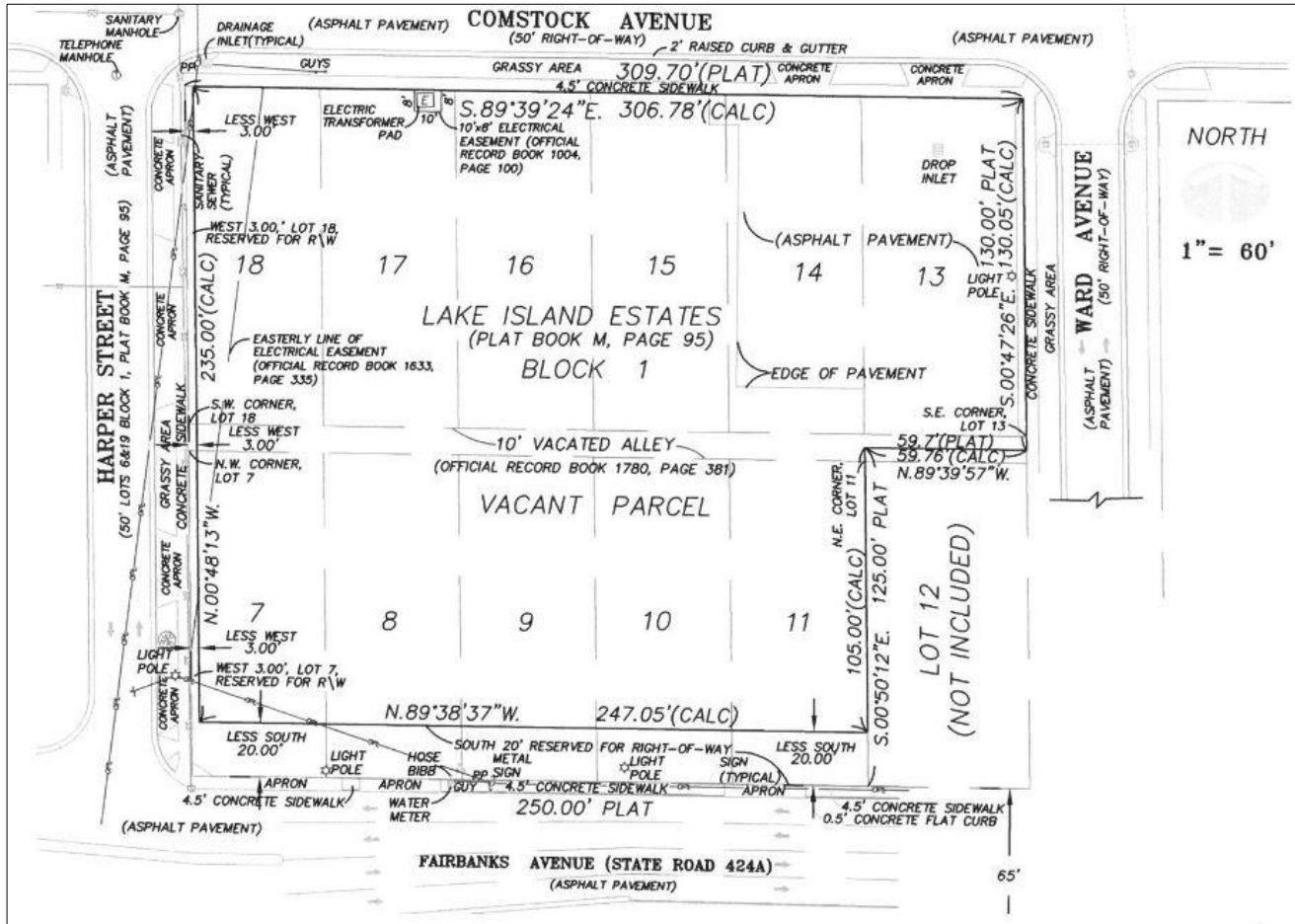
Timothy Berg

AGREED AND ACCEPTED

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



# Exhibit "A" Property Description





**Our Mission**, though broadly stated, is to facilitate our retail merchants and restaurateur tenants to better serve their point of purchase (*storefront*) customers via the identification, procurement development and/or redevelopment, of strategically positioned, aesthetically designed, and synergistically merchandised (*brick and mortar*) retail facilities, spanning the entirety of the eastern seaboard.

**Our Strategy** highlights those retail use categories deemed less vulnerable to the ever encroaching reach of online retailing, and otherwise considered more resilient to shadow of recessionary woes. By adopting the theory of locational supremacy, we emphasize the significance of the underlying real estate as the cornerstone of retail sales, and it is our unwavering commitment to a *quality not quantity* mantra, which has piloted our organization through a series of economic vagaries.

**Our Culture** and approach to business, rebuts conventional protocols. By design, we foster and promote a casual (*albeit professional*), relationship-oriented conduct, wherein old-fashioned values like trust, integrity and performance, trump formal veneers and paper pedigrees. Our multi-talented team remains philosophically bound to overriding concept of teamwork, wherein the sum of the whole, far outweighs the merits of the individual achievement.

**Our Objective** is to differentiate ourselves from our competitors. To wit, we have and routinely elect to self fund our projects (*independent of conventional debt financing*), which has enabled our organization to remain active, even amidst the most languishing of economies, while positioning our company as an industry leader (*having been ranked amongst the Nations top 20 Retail Developers*). We also possess the time-tested ability to assess, tackle and conclude even the most challenging of projects, substantiated by **Industry Leader Testimonials** proffered below...



## Publix

Charlie Jenkins, Jr., Chairman Emeritus, Publix Super Markets, Inc., wrote...

## Publix

Jeff Chamberlain, VP Real Estate, Publix Super Markets, Inc., wrote...

## CBRE

Agenda Packet Page 207

Casey Rosen, Executive Vice President, CBRE, wrote...



## Prudential

P. James Mehalso, Managing Director, Prudential Real Estate Investors, wrote...

## WELLS FARGO

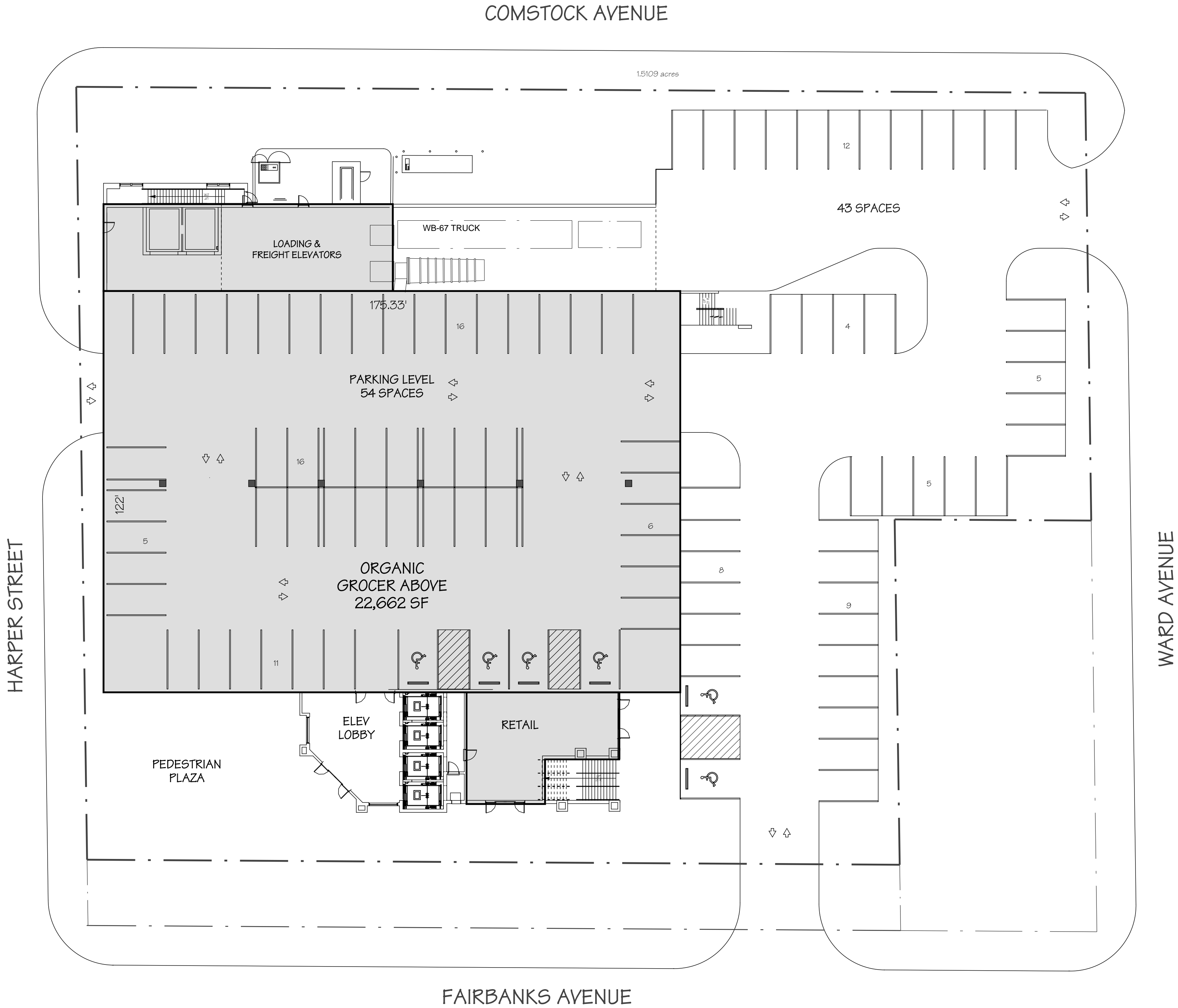
Ted Starkey, SVP - Commercial Real Estate, Wells Fargo, wrote...



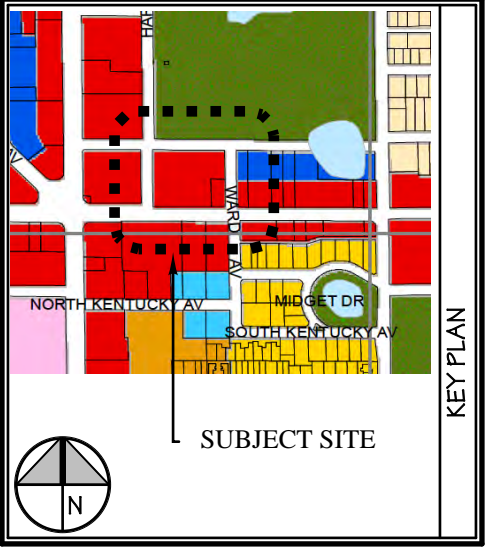
## EASTDIL SECURED

Eric L. Zimmerman, Managing Director, Eastdil Secured, wrote...





SITE TABULATIONS					
FAIRBANKS AVE	SF	AC			
TOTAL SITE AREA	65,814	1.51			
BUILDING AREA BREAKDOWN	SF		REQUIRED	PROVIDED	
			@1/250 SF		
PROPOSED					
ORGANIC GROCER	22,662		90.65		
PROPOSED RETAIL	0		0.00		
PROPOSED TOTAL	22,662		90.65	97	
MAJOR #1 CRITERIA @ 1000 SF	4.28				



MARK	DESCRIPTION	DATE
▲		
▲		
▲		
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▲		
▲		
▲		
▲		
▲		

REVISION BLOCK

MARC WIENER, AIA  
ARCHITECTURE / PLANNING

AR # 0010416

851 S Federal Highway, Suite 203  
Boca Raton, Florida 33432  
O: 561-750-4111  
F: 561-750-5298

ARCHITECT

CONSULTANT

OWNER IDENTIFICATION

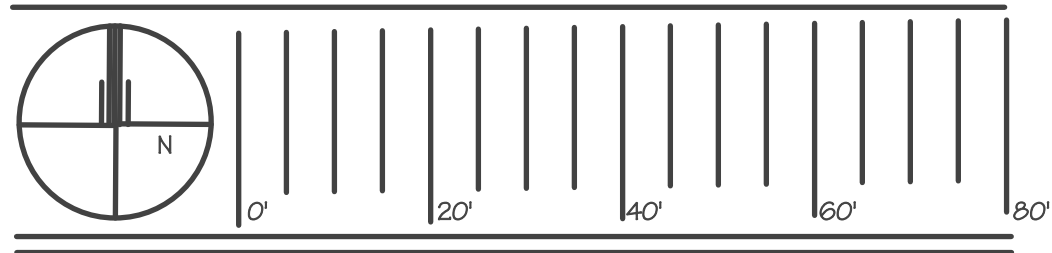
ORGANIC GROCER

1111 FAIRBANKS AVENUE  
WINTER PARK, FLORIDA

JOB NUMBER	17056
SCALE	AS NOTED
ISSUE DATE	17.07.27
PERMIT DATE	07/03/15
BID DATE	

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	
SHEET NUMBER	A1.01

SITE PLAN







## LETTER OF INTENT FOR PURCHASE OF REAL PROPERTY

Date: June 29, 2017

Re: Letter of Intent  
Approx 1.5 acres located at the NE corner of Fairbanks Ave and Harper St  
Winter Park, FL

Dear CBRE

Subject to the execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") within five ( 5 ) days after execution of this Letter of Intent (the "Contract Negotiation Period"), the undersigned offers to purchase the subject property in accordance with the following terms and conditions:

1. Seller(s): City of Witer Park, with contact information as follows: none provided.

2. Buyer: Crown Property Solutions LLC , with contact information as follows: 726 W. Colonial Dr. Orlando, FL 32804 . Buyer may assign his interest to any corporation, partnership or limited liability company in which he is the controlling party or to any other third party without Seller approval.

3. Subject Property: The property, which is the subject of this offer ("Subject Property"), is identified as Approx 1.5 acres located at the NE corner of Fairbanks Ave and Harper St. Together with the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as



may exist concerning the property. In addition, this offer to purchase includes the following specific items: \_\_\_\_\_.

4. Purchase Price: Two Million dollars (\$ 2,000,000.00 USD CASH ).
5. Terms of Purchase: Cash Purchase, 30 day due diligence period, 30 day close period.
6. Opening of Escrow: Escrow ("the Purchase Escrow") shall be opened at \_\_\_\_\_ Title Company within three (3) business days from execution of this Letter of Intent. The Purchase Agreement and Mutual Escrow Instructions shall be mutually prepared and executed by Buyer and Seller within three ( 3 ) days of execution by both parties of this Letter of Intent to purchase (the "Contract Negotiation Period").
7. Deposit Toward Purchase Price:
  - A. Initial Deposit: Concurrently with the opening of escrow, Buyer shall place therein the sum of twenty five thousand Dollars (\$ 25,000.00 USD ) as a refundable deposit toward and applicable to the Purchase Price ("the Initial Deposit"). Escrow Holder shall deposit such sum in an interest-bearing, federally insured account with interest accruing for the benefit of Buyer.
  - B. Second Deposit: An additional non-refundable deposit of ZERO Dollars (\$ 0.00 ) shall be applicable to the Purchase Price and upon approval of the feasibility shall be released to Seller, inclusive of the Initial Deposit.
8. Feasibility Period: Buyer shall have Thirty (30) days to perform all feasibility and due diligence for subject property. Seller shall fully cooperate with Buyer in providing any and all information available regarding the development potential of the property. Buyer may terminate this Letter of Intent and/or the Purchase Agreement at any time prior to the end of the



Feasibility Period for any reason or no reason at all upon written notification to Seller and Escrow Holder of the termination. Upon notice of termination, Escrow Holder shall be instructed to immediately release the Initial Deposit made by Buyer and return to Buyer within five (5) business days of termination.

9. Buyer's Condition Precedent to Closing: Following the expiration of the Feasibility Period, Buyer's obligation to close escrow shall be subject only to the following conditions:

A. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.

B. The non-existence of any development, building, construction, flood or moratoria affecting the Subject Property.

C. Seller to provide Buyer title to property free and clear of liens except for non-delinquent bonds and taxes.

10. Close of Escrow: Close of escrow to be after thirty day due diligence period expires

11. Other Provisions:

A. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission, and the like.

B. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.

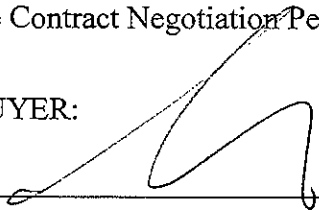




12. Expiration of Offer: This Letter of Intent shall constitute an open offer until July 7<sup>th</sup>, 2017, at which time it shall be automatically terminated if not executed by Seller.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a the Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent is to allow further investigation by both parties into the feasibility of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Contract Negotiation period. If the Purchase Agreement is not mutually executed within the Contract Negotiation Period for any reason whatsoever or no reason at all, this Letter of Intent shall expire and no party shall have any further rights or duties hereunder. Seller shall not solicit other offers during the Contract Negotiation Period.

BUYER:



Dated: 7/10/17

SELLER:



Dated: \_\_\_\_\_



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	August 14, 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 checked="" type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety <input type="checkbox"/> Investment in Public Assets & Infrastructure		

## subject

Ravaudage Infrastructure reimbursement

## motion | recommendation

Staff Recommends approve "no risk" reimbursement to Ravaudage master developer for infrastructure costs within existing City rights of way.

## background

At the last City Commission meeting, a methodology was presented outlining a reasonable reimbursement rationale to offset some of the developers costs of rebuilding City infrastructure within the City's rights of ways in the Ravaudage PD. The proposed reimbursement totaled \$191.80 per roadway centerline foot reconstructed as outlined in the memo dated June 27, 2017, provided in the Commission agenda package at the last meeting. The Commission asked staff to develop a "no risk" strategy to fund the proposed reimbursement. Below is a potential process and method that provides reimbursement using a portion of specific funds generated as a result of the development of the Ravaudage PD.

1. The tenents and conclusions are true and accurate of the memorandum dated June 27<sup>th</sup>, 2017, provided to the Commission outlining an eligible reimbursement cost of \$191.80 per centerline foot of road reconstructed by the developer within an existing City right-of-way.
2. Payment will only be made after the eligible road has been constructed and accepted by the City.
3. Payment will be made on annual basis
4. First annual payment will be calculated as follows: 50% of the total unrestricted portion (currently 1/3) of the building permit fees received by the City for any project within the Ravaudage PD in Fiscal year 2017 (Oct 1, 2016 thru Sept 30, 2017)

5. Second annual payment will be calculated as follows : 50% of the total unrestricted portion (currently 1/3) of the building permit fees received by the City for any project within the Ravaudage PD in Fiscal year 2018 (Oct 1, 2017 thru Sept 30, 2018) in addition to 50% of the City's portion of the increase in ad valorem tax revenue realized in FY2018. To determine this second amount, a base line ad valorem value would be established on January 1, 2016, for all properties within the Ravaduage PD. This base line valuation would be subtracted from the total ad valorem value of all properties in the Ravaudage PD on Jan 1, 2018. The City's general fund revenue portion of ad valorem taxes based on that increase would be calculated and 50% of that amount would be reimbursed to the developer.
6. Subsequent annual payments would be made following the formula established in item 5 and by comparing the latest ad valorem value to the base line value established on Jan 1, 2016.
7. Payments will cease when the developer has been paid all eligible reimbursement amounts as established in item 1 or 10 years, whichever comes first.

It is estimated that the future liability if this reimbursement amount is approved could be \$1.2 million upon complete buildout of the PD, which includes reconstruction of Lewis Avenue, Glendon Parkway, Benjamin Avenue, Bennet Avenue (not including the road realignment costs) and any remaining portions of Kindle Avenue and Loren Avenue within existing City rights-of-ways.

To date, reconstruction has been completed on 1020 centerline linear feet of Lewis Avenue from Lee Road to just south of Glendon Parkway which would entitle a reimbursement of \$195,636. The developer has immediate plans to reconstruct Glendon Parkway and Lewis Avenue from Glendon Parkway to Monroe Avenue (portions within the City of Maitland and not eligible for reimbursement).

Under this proposal, the first annual reimbursement payment would include 50% of the unrestricted portion of the building permit/plan review fees (currently 2/3rds of fees are restricted and 1/3 unrestricted) received this current fiscal year which is estimated to be \$103k. Subsequent annual payments would include 50% of the unrestricted portion of the building permit/plan review fees received along with a payment equivalent to 50% of the increase in ad valorem revenues from the development area, starting at the baseline value date of January 1, 2016. Each year the January 1<sup>st</sup> value will be compared to the previous year's value to determine the increase in ad valorem revenues for purposes of calculating the eligible payment. The City understands that full development of the entitlements allowed at Ravaudage are estimated to add over \$1.7 million to the overall annual ad valorem value. Given the uncertainties of development and the future assessed value of property, it is impossible to detail an exact repayment schedule, however, if development and land values continue as is foreseen, it is estimated the value of potential reimbursements could total \$411k over the next 3 annual payments and would reach the maximum of \$1.2 million after nine years.



## **alternatives | other considerations**

Alternatively the city could choose not to provide reimbursement or to increase or decrease the revenue reimbursement rate to slow or speed the rate at which reimbursement could be made.

## **fiscal impact**

Funding provided for reimbursement would come from revenues received and allocated to the General Fund.

Mr. Randy Knight, City Manager  
July 13, 2017

City of Winter Park  
401 Park ave South  
Winter Park, Fla 32789

Re: Public Right of way infrastructure

Home Acres subdivision/Ravaudage PD

Dear Mr. Knight,

Benjamin Partners, ltd has been working on the redevelopment of approximately fifty (50) acres of land within the Home acres subdivision for the past Fifteen (15) years. During this time BP has completed over 180 closings of assemblage, entitled the project, set aside approximately three (3) acres of land for a master phase one storm system that never existed in the subdivision for the retention, treatment and discharge of both **public** and **private** stormwater runoff. Another five (5) acres is being set aside for the phase two master stormsystem. BP was unable to get the support for the Ravaudage interlocal agreement that went hand in hand with the Ravaduage approved CDD therefore the CDD was terminated.

The City Commission later approved and authorized the Water and Waste Water Utility Department to utilize development impact fee's from building permits within Ravaudage to be used towards the installation of an up graded potable water system and the new in some cases and up graded in other cases sanitary system within the public right of way. Both potable and sanitary upgrades and installation continue today.

To date BP has spent \$3,300,000.00 on the public right of way improvements to Lewis Drive, the new Morgan Lane, the corner fountain and Master stormwater system within the home acres subdivision, excluding land cost.

It is my opinion that BP was a team player in assisting the City of Winter Park to modify the electric territorial agreement with Florida power so that Winter Park could serve all of Ravadauge. There are some tweaks to the service limits still being worked on today to the benefit of Winter Park.

What was once a possibility is now a reality with the development currently taking place within Ravuadage:

Ale House - \$4,500,000.

The Gardens at Ravaudage - \$6,500,000.

Broadstone Apartments (268 units) - \$56,000,000.

Coming next:

Bainbridge apartment (278 units) - \$48,000,000.

Mixed use Self Storage - \$8,000,000.

Watercrest Memory care/ALF - \$12,000,000.

There are more exciting projects in development.

### **The Ask**

When Winter Park annexed thirty seven (37) acres of new land plus thirteen (13) prior acres back into the city limits from Orange County it received several existing public roadways: Bennett ave, Lewis Drive and Glendon Parkway. It is my position that the city voluntarily annexed these public roadways within the Home acres subdivision and that the city as they do elsewhere when they annex public roadways should maintain said public roadways to the Winter Park minimum standard.

**Bennett ave:** Travel Lanes are in good condition for the most part. Does the city want sidewalks or stormwater along any part of Bennett ave? Benjamin Partners, Ltd is prepared to pay for new on street parking on the East side of Bennett abutting the Bainbridge and Watercrest projects if BP gets credit for the on street parking. I would think this is a good benefit for the city. BP is asking the city to pay 100% the cost of any storm system installed along Bennett ave and where BP is receiving the flow into its private pond for treatment. **Still pricing at this time.**



**Lewis Drive:** Between Glendon Parkway and Monroe ave has some issues to include drainage and the fact that the W & WW Utility Department wants to install a new potable water system and sanitary line within this right of way so they can divert the sanitary flow West of Hwy 17/92 instead of the current Eastern flow. BP is asking the city to pay 100 % of any restoration of the travel lanes impacted by the utility construction and decide if they want to up grade the storm system at that time. Currently the stormwater goes untreated into Gem Lake/Park Lake/Lake Maitland. BP is requesting the city pay 100% of any storm upgrades along Lewis Drive if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Still pricing at this time.**

**Glendon Parkway:** The city acquired this roadway in a unacceptable state from the County. This is a main public roadway from Hwy 17/92 to Bennett ave that serves the Parkgreen homeowners, the Winter Park housing authority and the Monroe Ave Nursing home all in Winter Park. Public Works is installing a upgraded potable water and sanitary system along Glendon Parkway from Hwy 17/92 to just short of Bennett ave. The existing roadway material does not meet the current city minimum standard. BP is requesting that the City pay the cost of 100% of the installation of the correct travel lane material after the installation of the potable water and sanitary is complete. I believe the city should pay 100% of the cost of any storm water to be added along Glendon Parkway if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting that the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Total cost: \$759,020.50 roadway, stormwater, sidewalks.** Less the cost of on street parking and 6' of sidewalk.

**Loren ave Ext:** BP is asking the city to pay 50% of the cost for this project. Based on back-of-sidewalk to back of sidewalk. This road is replacing a lessor quality roadway and upgrading the stormwater run off collection for this area of roadway. **Total cost: \$231,000.00 Split 50/50**

**Bennett ave realignment:** BP is asking the city to pay 100% of this project based on back of sidewalk to back of sidewalk. Note that BP is giving up 100% fee simple ownership of the existing private realignment land area and unlike the Loren Ave ext, not getting a equal parcel in return. **Pending final city approval before pricing.**

**Monroe Ave:** BP believes the city should restore any part of the Maitland R/W disturbed by the W & WW Utility Department sanitary project to the new lift station, and or water improvements.

**Street Lighting:** I am to understand the city agrees to install the minimum standard lighting along the public roadways at no cost to the abutting property owners. If a decorative lighting program is desired the city has a decorative lighting program which BP understands this program and process.

Respectfully submitted,

Daniel B. Bellows



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

[www.cityofwinterpark.org](http://www.cityofwinterpark.org)

# MEMORANDUM

Exhibit B  
From the  
July 24  
meeting

**FROM:** TROY ATTAWAY  
**DATE:** June 27, 2017  
**SUBJECT:** Ravaudage Road Reimbursement Strategy

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this memo is to outline a methodology to assess potential reimbursement.

## **Background:**

The Ravaudage area was originally platted as single family residential except with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There was no curb, sidewalk and limited drainage inlets provided, however there are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/installed improvements.

## **Basis/Assumptions:**

- The existing internal roads should be removed completely due to questionable construction methods.
- Roads will serve commercial/office/multifamily land uses
- Minimum roadway width is 22' asphalt
- All roads to have curb/gutter on both sides
- All roads will need drainage including inlets and pipes. Design assumption is 18" pipe continuous with 2 inlets every 500'.
- Continuous sidewalk, 6' wide, is to be provided on both sides
- City will contribute towards the cost of treating the storm water runoff generated from the city's right-of-way
- City Roads eligible for this are: Benjamin Avenue, Kindle from Benjamin to 17-92, Glendon Parkway, Lewis Avenue and Loren north of Glendon

City will reimburse the developer for 50% of the reasonable sub-contractor costs as outlined below:

---

**Department of Public Works**  
**407-599-3233 ☎ 407-599-3417 Fax**



Remove/dispose existing road	\$12/SY	\$26.60/centerline foot (CLF)
Subgrade/base install	\$22/SY	\$53.78/CLF
Curbing	\$14/LF	\$28.00/CLF
Drainage pipe & inlets		\$70.00/CLF
Asphalt	\$12/SY	\$29.33/CLF
Sidewalk	\$3.50/SF	\$42.00/CLF
	15% of	
Striping/misc.	subtotal	
Total generalized cost		\$287.72/CLF
City contribution (50% of total)		\$143.58/CLF
Contribution for stormwater treatment		\$48.21/CLF
Total City contribution		\$191.80/CLF

In summary, for every 1000' of roadway constructed to assumptions above, City will contribute \$191,800.

Bennett Avenue is a different scenario and can be addressed once the extent of work is known but will follow similar approach of 50% of subcontractor costs along with stormwater treatment contribution for portion of roadway treated.



# city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	August 14, 2017	
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/> City Manager	
department	Administration		<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 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

Establishment of a non-profit foundation to facilitate donations for improvements to the Winter Park Community.

## motion | recommendation

Approve the attached Articles of Incorporation and Bylaws of the Winter Park Community Improvement Fund, Inc.

## background

At the Commission's request, staff and the City Attorney have been working to establish a non-profit for the purpose of accommodating those that wish to contribute funds for various community improvement projects. Attached are the Articles of Incorporation and Bylaws needed to establish the entity.

## alternatives | other considerations

N/A

## fiscal impact

To be determined.

**ARTICLES OF INCORPORATION**  
**OF**  
**WINTER PARK COMMUNITY IMPROVEMENT FUND, INC.**

The undersigned, acting as incorporator of this corporation pursuant to Chapter 617 of the Florida Statutes, hereby forms a corporation not for profit under the laws of the State of Florida and adopts the following Articles of Incorporation for such corporation:

**ARTICLE I - NAME OF CORPORATION**

The name of the corporation shall be Winter Park Community Improvement Fund, Inc.

**ARTICLE II - ADDRESS OF PRINCIPAL OFFICE  
AND MAILING ADDRESS OF CORPORATION**

The address of the principal office of the corporation is 401 South Park Avenue, Winter Park, FL 32789, and the mailing address of the corporation is 401 South Park Avenue, Winter Park, FL 32789.

**ARTICLE III - PURPOSES AND POWERS OF CORPORATION**

The corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or such corresponding section of any future federal tax code (hereinafter referred to as the “Code”), including, for all such purposes, making distributions to organizations that qualify as exempt organizations under Code Section 501(c)(3), and as a Type I supporting organization for the benefit of, to perform the functions of, or to carry out the purposes of (within the meaning of Code Section 509(a)(3)) the City of Winter Park, Florida, a governmental unit (within the meaning of Code Section 170(b)(1)(A)(v)) (the “Supported Organization”), provided, that such benefit to the Supported Organization shall be exclusively for public purposes. To the extent



consistent with the preceding sentence and permissible under Florida law, the corporation shall improve the community of the City of Winter Park, Florida, and lessen the burdens of government, by providing and/or supporting improvements to the community of the City of Winter Park, Florida, for the benefit of the general public; provided, that such improvements shall include, but shall not be limited to, the acquisition, lease, use and/or maintenance of real and/or personal property for the benefit of the City of Winter Park and the general public.

A. Notwithstanding anything contained in these Articles of Incorporation to the contrary, the following provisions shall apply:

1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the corporation (in accordance with the Bylaws) and to make payments and distributions in furtherance of the purposes set forth in this Article III.

2. No substantial part of the activities of the corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including publishing or distributing statements) on behalf of or in opposition to any candidate for public office.

3. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code Section 501(c)(3), or (b) by a corporation to which contributions are deductible under Code Section 170(c)(2).

#### **ARTICLE IV - NO MEMBERS**

The corporation shall have no members.

## **ARTICLE V - BOARD OF DIRECTORS**

All corporate power shall be exercised by or under the authority of, and the business of the corporation shall be managed under the direction of, the corporation's Board of Directors. The Board of Directors of the corporation shall be elected or appointed in the manner and for the terms provided in the Bylaws. The number of directors shall be as set forth in the Bylaws, and the Board of Directors shall at all times consist of at least three (3) persons. The names addresses of the individuals who are to serve as the initial directors of the corporation are as follows:

<u>Name</u>	<u>Address</u>
Randy Knight	401 South Park Avenue Winter Park, FL 32789
Charles W. Hamil III	401 South Park Avenue Winter Park, FL 32789
Dori L. Stone	401 South Park Avenue Winter Park, FL 32789

## **ARTICLE VI - INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the corporation is 401 South Park Avenue, Winter Park, FL 32789, and the name of the initial registered agent of the corporation at that address is Cynthia Bonham. The Board of Directors may from time to time designate a new registered office and registered agent.

## **ARTICLE VII - INCORPORATOR**

The name and address of the incorporator of the corporation are:

<u>Name</u>	<u>Address</u>
Randy Knight	401 South Park Avenue Winter Park, FL 32789

### **ARTICLE VIII - TERM OF EXISTENCE**

The corporation shall have perpetual existence, commencing with the filing of these Articles of Incorporation with the Secretary of State.

### **ARTICLE IX - INDEMNIFICATION**

The corporation shall indemnify all officers and directors, and any former officers and directors, to the full extent permitted by law.

### **ARTICLE X - DISSOLUTION OF CORPORATION**

Upon the dissolution of the corporation, after the payment or provision for the payment of all of the liabilities of the corporation, all of the assets of this corporation shall be distributed for the corporation's Section 501(c)(3) tax-exempt purposes as a supporting organization (as set forth in Article III, above). Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. In no event, however, may the assets to be disposed of be distributed to or for the benefit of any director, officer or other private person, other than as reasonable payment for services rendered by such person.

IN WITNESS WHEREOF, the undersigned incorporator has made and subscribed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Randy Knight, Incorporator



ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent to accept service of process at the place designated in the foregoing Articles of Incorporation, I hereby accept such designation and agree to act in such capacity and comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent, including the provisions of Section 48.091 of the Florida Statutes. I am familiar with and accept the duties and obligations of Section 617.0503 of the Florida Statutes.

\_\_\_\_\_  
Cynthia Bonham

**BYLAWS**  
**OF**  
**WINTER PARK COMMUNITY IMPROVEMENT FUND, INC.**

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**BYLAWS**  
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**BYLAWS**  
**OF**  
**WINTER PARK COMMUNITY IMPROVEMENT FUND, INC.**

ARTICLE I - PURPOSES

Section 1.01. Corporation Not For Profit. Winter Park Community Improvement Fund, Inc. (the “**Corporation**”) is a Florida not for profit corporation formed in accordance with Chapter 617 of the Florida Statutes.

Section 1.02. Charitable Purposes. The Corporation is organized and operated exclusively for charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code, and as a Type I supporting organization for the benefit of, to perform the functions of, or to carry out the purposes of, the City of Winter Park, Florida (“City of Winter Park”), exclusively for public purposes, and more particularly, to provide or support improvements in the City of Winter Park community, for the benefit of the general public.

ARTICLE II - OFFICES

Section 2.01. Registered Office. The registered office of the Corporation shall be as stated in the Articles of Incorporation, or such other location as may be determined from time to time by the Board of Directors.

Section 2.02. Other Offices. The Corporation may also have other offices within the State of Florida as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE III - NO MEMBERS

The Corporation shall have no members.

ARTICLE IV - DIRECTORS

Section 4.01. Management. All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, the Corporation’s Board of Directors.

Section 4.02. Number of Directors. The number of directors of the Corporation shall be at least three (3) and no more than five (5).

Section 4.03. Selection and Term. The members of the Board of Directors shall be selected as follows:

(a) the persons holding the following positions in the City of Winter Park shall be directors, ex-officio (unless removed pursuant to Section 4.13):

- (i) the City Manager;
- (ii) the Finance Director; and
- (iii) the Director of Planning and Community Development.

The Mayor of the City of Winter Park (the “Mayor”), with confirmation by the City of Winter Park City Commission (the “City Commission”), may appoint a director to fill any of the foregoing ex-officio positions in the event that the ex-officio director is unable to serve.

(b) the Mayor, with confirmation by the City Commission, may appoint up to two (2) additional directors for three-year terms of office, provided that the number of directors shall be in the range provided in Section 4.02. Each director appointed by the Mayor and confirmed by the City Commission pursuant to this Section 4.03(b) shall hold office for the term for which such director is appointed and until such director’s successor (if a successor is to be appointed) shall have been appointed and qualified or until such director’s earlier resignation, removal from office or death.

Section 4.04. Qualification. Directors must be natural persons who are eighteen (18) years of age or older, who either reside in, or are employed by, the City of Winter Park, or the City Commission determines have a substantial interest in benefitting the City of Winter Park.

Section 4.05. Compensation. No member of the Board of Directors shall receive any compensation from the Corporation for serving as a director; provided, however, that the directors may be reimbursed for any reasonable out-of-pocket expenses incurred in furtherance of their duties as directors if approved by the Board of Directors.

Section 4.06. Meetings.

(a) Annual Meeting. An annual meeting of the Board of Directors shall be held during the month of September on a day selected by the president. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida, such meeting shall be held on the next succeeding business day. At the annual meeting, the Board of Directors shall confirm all ex-officio and appointed directors and officers, elect officers (if necessary), and transact such other business as may be properly brought before the meeting.

(b) Special Meeting. Special meetings of the Board of Directors shall be held when called by the president or any two (2) members of the Board of Directors. At such special meetings, the Board of Directors shall transact such business as may be properly brought before the meeting.

Section 4.07. Place of Meetings. Meetings of the Board of Directors, annual or special, shall be held in Orange County, Florida, at the principal office of the Corporation or at such place as the Board of Directors may designate by resolution from time to time.

Section 4.08. Notice of Meetings. Written notice of the date, time and place of annual or special meetings of the Board of Directors shall be given to each director and as required by Section 4.09 at least seven (7) days before the meeting; provided, that such written notice may be provided two (2) days before a special meeting called on an emergency basis. The purpose or agenda for any regular or special meeting of the Board of Directors shall be included in the notice of such meeting. All meeting notices shall be in compliance with the requirements for public meetings in accordance with Florida law.

Section 4.09. Sunshine and Public Records Laws. All meetings and business of the Board of Directors shall be conducted in compliance with all applicable requirements of Florida's Government-in-the-Sunshine and Public Records laws.

Section 4.10. Quorum and Voting. A majority of the number of directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum exists shall be the act of the Board of Directors. All directors present at a meeting shall vote on all matters unless the director has a conflict of interest.

Section 4.11. Participation in a Meeting by Telephone or Similar Communications Equipment. In the event that a quorum of the Board of Directors is physically present at a meeting of the Board of Directors, an absent director may participate by conference telephone or similar communications equipment such that all persons participating in the meeting can hear each other, if the absence is due to an extraordinary circumstance (such as illness). The Board of Directors shall determine in advance of such participation whether the absence is due to an extraordinary circumstance.

Section 4.12. Resignation of Directors. A director may resign at any time by delivering written notice to the Board of Directors or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the pending vacancy may be filled before the effective date if the successor does not take office until the effective date.

Section 4.13. Removal of Directors. The Mayor, with confirmation by the City Commission, may remove any director, with or without cause.

Section 4.14. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the Mayor, with confirmation by the City Commission. A director appointed to fill a vacancy shall hold office only until the next annual meeting of the Board of Directors.

Section 4.15. Procedures for Selecting Directors. The procedures stated in Sections 4.03, 4.13 and 4.14 for the selection, removal and replacement of directors by the Mayor with confirmation by the City Commission shall be modified as may be necessary from time to time



to comply with any required methodology established by the City of Winter Park for the appointment to Boards.

Section 4.16. Duties of Directors.

(a) Standards for Directors. A director shall discharge such director's duties as a director, including such director's duties as a member of any committee of the Board of Directors on which such director may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such director reasonably believes to be in the best interests of the Corporation.

(b) Reliance by Directors. In performing such director's duties, a director may rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by:

- (i) one or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (ii) legal counsel, public accountants or other persons as to matters the director reasonably believes are in such person's professional or expert competence; or
- (iii) a committee of the Board of Directors of which such director is not a member if the director reasonably believes such committee merits confidence.

A director shall not be deemed to be acting in good faith if such director has knowledge concerning the matter in question that makes reliance on the information, opinions, reports or statements, including financial statements and other financial data, of others, as described in this Section 4.16(b), unwarranted.

(c) Effect of Compliance. A director shall not be liable for any action taken as a director, or any failure to take any action, if such director has performed the duties of such director's office in compliance with the provisions of this Section 4.16.

Section 4.17. Liability of Directors. The directors of the Corporation shall not be personally liable for money damages to any person for any statement, vote, decision, or failure to take an action, regarding organizational management or policy by an officer or director, or for the debts, liabilities, or other obligations of the Corporation unless:

- (a) the director breached or failed to perform such director's duties as a director; and
- (b) the director's breach of, or failure to perform, such director's duties constitutes:
  - (i) a violation of the criminal law, unless the director had reasonable cause to believe such director's conduct was lawful or had no reasonable cause to believe such director's conduct was unlawful;

(ii) a transaction from which the director derived an improper personal benefit, directly or indirectly; or

(iii) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 4.18. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because such director's or directors' votes are counted for such purposes, provided:

(a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(b) the contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors or a committee.

For purposes of Section 4.18(a) above, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of majority of the directors on the Board of Directors, or on the committee, who have no relationship or interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single director. If a majority of the directors who have no relationship or interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a director having a relationship or interest in the transaction does not affect the validity of any action taken under this Section if the transaction is otherwise authorized, approved, or ratified as provided in this Section, but such presence or vote of such a director may be counted for purposes of determining whether the transaction is approved under other sections of these Bylaws.

The Corporation may adopt a separate Conflict of Interest Policy. Any such policy (if adopted) will supplement this Section.

This Section 4.18 does not authorize any vote or action by any director or the Board of Directors that would violate Florida law, including without limitation, the Sunshine Law, and the directors and Board of Directors at a minimum shall comply with all applicable Florida laws.

Section 4.19. Executive Director. The Board of Directors may employ an executive director to manage and conduct the day-to-day affairs of the Corporation, and may grant the executive director authority to hire, fire, supervise and direct employees of the Corporation. The executive director's compensation shall be fixed by the Board of Directors. The executive

director shall attend all Board of Directors' meetings, committee meetings and such other meetings as directed by the president, or as otherwise directed by the Board of Directors.

## ARTICLE V - COMMITTEES

Section 5.01. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees. The Board of Directors shall specify the authority of each committee in such resolution, and each committee shall have and may exercise the authority of the Board of Directors to the extent provided in such resolution.

Section 5.02. Audit Committee. The Board of Directors shall designate from among its members an Audit Committee, and name the chairperson of such committee. In the event that the Board of Directors does not designate an Audit Committee, then the Board of Directors shall serve as the Audit Committee. The Audit Committee shall have the authority to assess and monitor the financial health of the Corporation including, but not limited to, the following: (i) review the financial reporting for the Corporation; (ii) review the internal controls for the Corporation; (iii) review regulatory and tax requirements of the Corporation; (iv) risk management of the Corporation; and (v) interaction between management and auditors. The Audit Committee shall report to the Board of Directors regarding its assessments and recommendations with respect to the foregoing.

Section 5.03. Procedures Applicable to Committees. The provisions of these Bylaws governing meetings, place of meetings, notice, the Florida Sunshine Law and Public Records Laws, and quorum and voting requirements for the Board of Directors shall also apply to committees and their members. No committee shall have the authority to:

- (a) fill vacancies on the Board of Directors or any committee thereof; or
- (b) adopt, amend or repeal the Bylaws.

Each committee established pursuant to this Section must have two (2) or more committee members designated from among the members of the Board of Directors who shall serve at the pleasure of the Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors may designate one (1) or more directors as alternate committee members of any such committee who may act in the place and stead of any absent committee member or members at any meeting of such committee.

Neither the designation of any committee pursuant to this Section, the delegation thereto of authority, nor action by such committee pursuant to such authority, shall alone constitute compliance by any member of the Board of Directors who is not a member of such committee with such director's responsibility to act in good faith, in a manner such director reasonably believes is to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 5.04. Advisory Committees. The Board of Directors may establish Advisory Committees in order to more fully implement the Corporation's mission by providing advice and



input to the Board of Directors that the Board of Directors determines would be helpful to the Board of Directors. Each Advisory Committee shall have at least two members who need not be on the Board of Directors and that the Board of Directors believes would be helpful to the Board of Directors, all of whom shall serve at the pleasure of the Board of Directors; the president shall appoint each Advisory Committee chairperson. Each Advisory Committees shall provide advice and input to the Board of Directors regarding the subject matter of such Advisory Committee, but shall have no authority of the Board of Directors.

## ARTICLE VI - OFFICERS

Section 6.01. Officers. The officers of the Corporation shall consist of a president, a treasurer and a secretary, and may also consist of such other officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation.

Section 6.02. Election, Term of Office and Qualification. The ex-officio directors shall be appointed to serve ex-officio as officers of the Corporation in the following positions (unless removed pursuant to Section 6.04):

<u>Ex-Officio Director</u>	<u>Officer Position</u>
City Manager	President
Finance Director	Treasurer
Director of Planning and Community Development	Secretary

The Board of Directors shall elect any other officers (and shall elect officers as necessary in the event any of the ex-officio directors fail to serve or are removed as officers). Each such officer (whether appointed ex-officio or elected at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold his or her office until the next annual meeting of the Board of Directors and until his or her successor shall have been appointed or elected and qualified, or until his or her death, resignation or removal.

Section 6.03. Resignations. An officer may resign at any time by delivering notice to the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors of the Corporation may fill the pending vacancy before the effective date if the Board of Directors provides the successor does not take office until such effective date.

Section 6.04. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 6.05. Vacancies. Any vacancy in any office occurring by reason of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office.

Section 6.06. Contract Rights. The appointment of an officer does not itself create contract rights. An officer's removal does not affect the officer's contract rights, if any, with the Corporation, nor does an officer's resignation affect the Corporation's contract rights, if any, with such officer.

Section 6.07. Duties of Officers.

(a) President. The president shall be the chief executive officer of the Corporation and shall have authority over the general and active management of the business and affairs of the Corporation subject to the direction of the Board of Directors, unless and to the extent that the Board of Directors assigns such authority to an executive director of the Corporation. The president shall preside at all meetings of the Board of Directors and executive or other committees as established by the Board of Directors under the provisions of these Bylaws. The president may sign, with the secretary or other officer duly authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments the execution of which has been authorized by the Board of Directors, except in cases where the signing and execution thereof shall have been expressly delegated by the Board of Directors, by these Bylaws, or by law to some other officer or agent of the Corporation.

(b) Secretary. The secretary shall be responsible for the custody and maintenance of all corporate records except the financial records, shall record the minutes of all meetings of the Board of Directors and executive and other committees, if any, shall send out all notices of meetings where required or appropriate under these Bylaws or otherwise required by law, and shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the president.

(c) Treasurer. The treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate records of receipts and disbursements and render accounts thereof whenever required by the Board of Directors or by the president, and shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the president. If so required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors may deem appropriate.

Section 6.08. Compensation. The Board of Directors may authorize payment of reasonable compensation to the officers of the Corporation (other than the officers who are also employed by the City of Winter Park) for services rendered.

## ARTICLE VII - FUNDS, DEPOSITS AND CHECKS

Section 7.01. Gifts and Contributions. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise of any property whatsoever, for the general and special charitable purposes of the Corporation.

Section 7.02. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.03. Checks, Drafts, Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as the Board of Directors shall from time to time by resolution determine. In the absence of such determination, such instruments shall be signed by the president of the Corporation.

## ARTICLE VIII - CORPORATE RECORDS

Section 8.01. Permanent Records. The Corporation shall keep the following as permanent records in written form or in another form capable of conversion into written form within a reasonable time, all in accordance with the Florida Public Records law:

- (a) a copy of its articles of incorporation and its bylaws and any amendments thereto currently in effect;
- (b) minutes of all meetings of the Board of Directors and a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors having any of the authority of the Board of Directors;
- (c) a list of the names and addresses of its current directors and officers;
- (d) the Corporation's most recent annual report; and
- (e) accurate accounting records.

Section 8.02. Other Records. The Corporation shall maintain other records in accordance with all requirements of the Florida Public Records Act.

## ARTICLE IX - INDEMNIFICATION

The Corporation shall indemnify all officers and directors, and any former officers and directors, to the full extent permitted under Section 617.0831 of the Florida Statutes.



## ARTICLE X - MISCELLANEOUS

Section 10.01. Corporate Seal. A corporate seal shall not be required to be attached to any instrument executed by or on behalf of the Corporation unless required by law, but if so required shall be of such shape and have such words thereon as may be described by law or by the Board of Directors. The seal may be used by impressing it or reproducing a facsimile thereof, or otherwise.

Section 10.02. Fiscal Year. The fiscal year of the Corporation shall be the fiscal year ending September 30.

Section 10.03. Amendment of Bylaws. The Board of Directors may amend or repeal the Corporation's Bylaws.

Section 10.04. Relation to Articles of Incorporation. These Bylaws shall be subject to, and governed by, the Corporation's Articles of Incorporation.

Adopted: \_\_\_\_\_, 2017



# city commission public hearing

item type	Public Hearing	meeting date	August 14, 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 checked="" type="checkbox"/> N/A		
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 SECOND READING OF ORDINANCE AND ADOPTION

Ordinance vacating and abandoning a portion of Benjamin Ave Right of Way between Glendon Parkway and Morgan Lane within the Ravaudage Development.

### motion | recommendation

Approve motion to vacate portion of right of way. Staff agrees this roadway section is appropriate for a side street within the Ravaudage development and agrees there would be no lack of access to properties within the development if this proposed action were to take place and the roadway developed as shown in "exhibit a." There are no known utilities within this strip of right-of-way proposed to be vacated and letters of "no objection" will be obtained from each potential utility prior to the second reading of the ordinance.

### Background

The City of Winter Park has received a request from the Ravaudage developer to vacate and abandon the eastern 17 to 20' of Benjamin Avenue between Glendon Parkway and Morgan Lane in order to provide additional depth to the buildable lots and to compensate for the 20' of wide sidewalk and green space that the developer set aside along the 17-92 frontage of said lots of his own accord. A sketch of the proposed Benjamin roadway and sidewalk is attached as "Exhibit b" outlining the roadway section with on street parking and sidewalks within the remaining right-of-way.

Additionally the developer owns a strip of private property along that west side of Benjamin which will accommodate part of the on street parking lane and the sidewalk along the western side of the proposed Benjamin Avenue, as proposed. The City could request dedication or easement of this private strip to the City.

### alternatives | other considerations

Provide a narrower, one way road section which could restrict ease of access to existing properties.

**fiscal impact**

No direct financial impact as a part of this action



After Recording Return To:  
City of Winter Park, City Clerk's Office  
401 Park Avenue South  
Winter Park, Florida 32789

**ORDINANCE NO. 3080-17**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE RIGHT OF WAY OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes, and the City Commission has made such a determination.

**BE IT ENACTED by the People of the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the Benjamin Avenue right of way legally described in that certain legal description and sketch of description attached hereto as **Exhibit "A"**.

**Section 2.** In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls

**Section 3.** After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

**Section 4.** This ordinance shall take effect immediately upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 14<sup>th</sup> day of August, 2017.

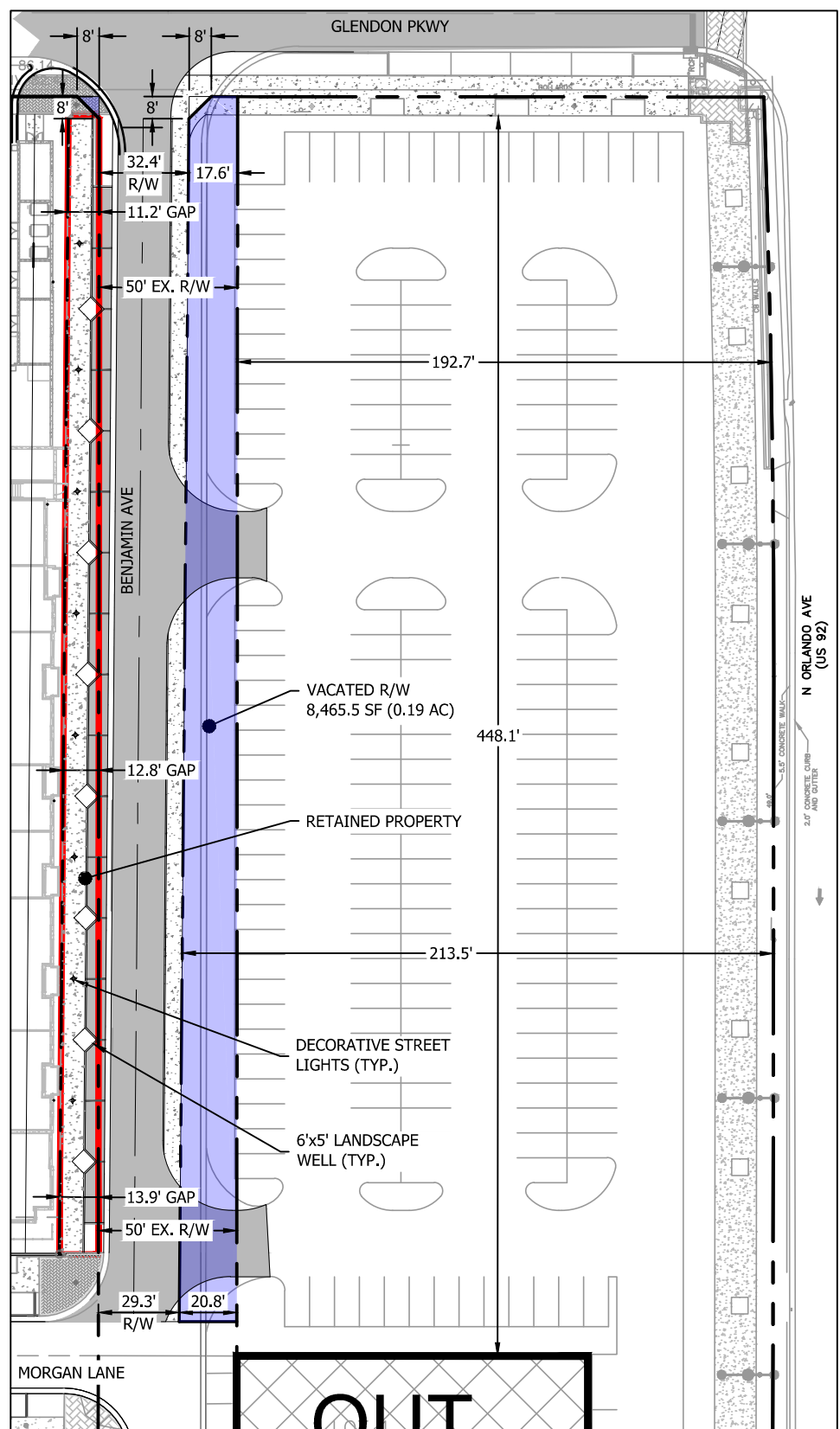
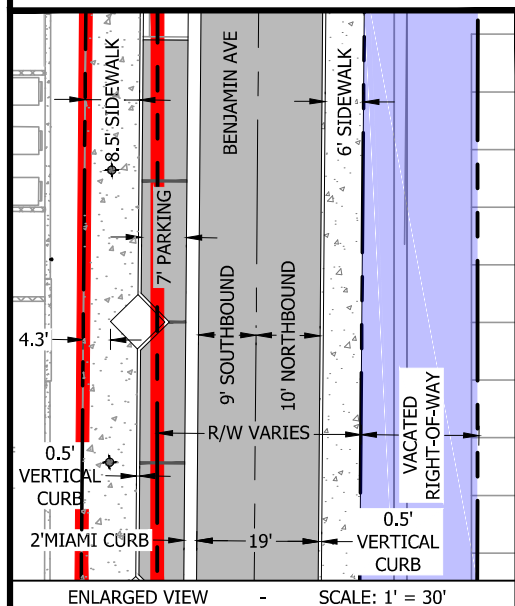
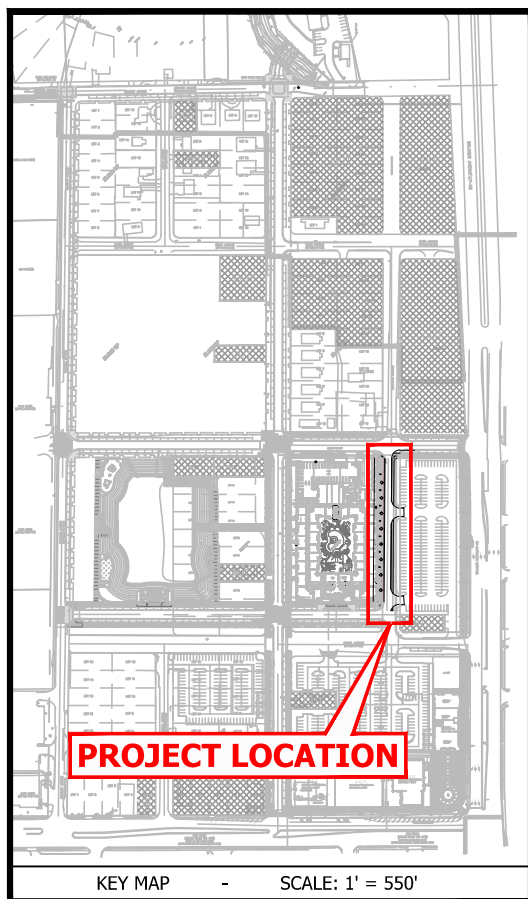
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Mayor Steven Leary

ATTEST:

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City Clerk Cynthia S. Bonham



**NORTH**  
SCALE: 1"=60'



**SLOAN**  
Engineering Group

150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 800-3046 - FAX: (863) 800-1159  
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

RAVAUDAGE  
Section 01, Township 22S, Range 29E

**BENJAMIN AVENUE  
ROADWAY IMPROVEMENT EXHIBIT  
OPTION No.1**

SLOAN ENGINEERING GROUP, INC.

JOB # 1693



# city commission public hearing

Item type	Public Hearing	meeting date	August 14, 2017		
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/>	City Manager	
department	City Management		<input type="checkbox"/>	City Attorney	
division			<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 type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Resolution for the purpose of securing a public library construction grant

## motion | recommendation

Adopt the resolution.

## Background

This resolution is necessary as part of the grant process. It is our understanding as a non-profit that the Winter Park Public Library is not eligible for the grant directly; therefore, the City has to be the applicant.



RESOLUTION NO. 2189-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE REQUIRED ASSURANCES INCLUDED WITHIN THIS RESOLUTION IN ACCORDANCE WITH THE REQUISITE LIBRARY CONSTRUCTION GRANT REQUIREMENTS ESTABLISHED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE PURPOSE OF SECURING A PUBLIC LIBRARY CONSTRUCTION GRANT; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Winter Park is applying for a construction grant from the Florida State Library for \$500,000 to go towards the construction of the new Library.

**WHEREAS**, the City Commission authorizes the required assurances in accordance with the requisite library construction grant requirements established by the Florida Department of State, Division of Library and Information Services, for the purpose of securing a public library construction grant; and

**WHEREAS**, it is recommended that the required assurances are included in accordance with the requisite grant requirements established by the Florida Department of State.

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

SECTION 1. That the City Commission hereby gives the assurance that the required \$500,000 dollar-for-dollar funding match requested will be available and unencumbered at the time of grant award on July 1, 2018.

SECTION 2. That the City Commission hereby gives the assurance that funding is sufficient and will be available in order that the project will result in a completed library building.

SECTION 3. That the City Commission hereby gives the assurance that upon completion of the project, sufficient funds will be available to operate the facility.

SECTION 4. That the City Commission hereby gives the assurance that the building will be used exclusively for public library purposes for which it was constructed and submission of proposed changes in use will be submitted to the Division for approval if within 20 years of the completion of the construction project.

SECTION 5. This Resolution shall take effect immediately upon approval.

**ADOPTED BY THE CITY COMMISSION ON AUGUST 14, 2017.**

\_\_\_\_\_  
Mayor Steve Leary

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk



# city commission public hearing

Item type	Public Hearing	meeting date	August 14, 2017
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
department	Planning and Community		
division	Development		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A ^	6-0 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:** **Second Reading** of the Proposed Ordinance to Establish New Regulations for Medical Marijuana Treatment Centers.

This proposed Ordinance repeals and replaces the City's medical marijuana regulations by prohibiting the location of medical marijuana treatment centers in any location within the City.

## Planning and Zoning Board Recommendation:

**Motion made by Sheila De Ciccio, seconded by Adam Bert for an ordinance of the City of Winter Park, Florida repealing and replacing Ordinance No. 2981-14 and the code provisions adopted therein with a new section 58-96 of Article III of Chapter 58, City of Winter Park land development code to prohibit medical marijuana treatment center dispensing facilities within the boundaries of the City as authorized by Section 381.986, Florida Statutes; providing legislative findings; providing for codification, moratorium contingency; severability, conflicts, and an effective date.**

**Summary:** Governor Scott signed into law, new legislation in June 2017 providing regulations for the Florida medical marijuana industry. As a result of this new law, the current Winter Park zoning regulations on medical marijuana treatment centers need to be changed.

Currently the City's medical marijuana regulations that were adopted in 2014, expected that cities could impose reasonable restrictions on permitted locations for medical marijuana treatment centers but that cities could not outright prohibit such businesses. However, the new State Law gives cities only two options:

1. Prohibit such businesses completely or
2. Allow such businesses anywhere in the City where the Zoning Code would allow a pharmacy. Since pharmacies (as retail stores) are allowed in any commercial zoning district (C-1, C-2 and C-3); the effect of non-action would be to allow medical marijuana treatment centers anywhere on the 600+ acres of commercially zoned land in the City, including Park Avenue.



Given these two choices, the P&Z Board is recommending that the City adopt the proposed ordinance which includes a prohibition on medical marijuana treatment centers in the City.

## **Planning and Zoning Board Minutes – July 18, 2017**



### **CITY OF WINTER PARK Planning & Zoning Board**

**Regular Meeting**  
**City Hall, Commission Chambers**  
**6:00 p.m.**

**July 18, 2017**

### **MINUTES**

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Chair Ross Johnston called the meeting to order at 6:00 p.m. in the Commission Chambers of City Hall Present: Ross Johnston, Chairman, Shelia De Ciccio, Adam Burt, Laura Turner, Bob Hahn and Owen Beitsch. Absent: Laura Walda and Ray Waugh. Also Present: City Attorney Dan Langley. Staff: Director of Planning and Community Development, Dori Stone; Planning Manager, Jeff Briggs; Senior Planner, Allison McGillis and Recording Secretary, Kim Breland.

#### **PUBLIC HEARINGS:**

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM CONTIGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

As part of the Chairman's opening statement, it provided that the role of the Planning and Zoning Board was to make a recommendation and that the decision on this matter would be made at a public hearing by the City Commission on Monday, July 24<sup>th</sup> at 3:30 pm.

City Attorney, Dan Langley explained to the Board what their role is with respect to the land development codes. He explained that the P&Z Board has been tasked with the assignment of being the local planning agency for the City of Winter Park and when the City is considering changes to the land development code, the P&Z Board's role is to review the proposed changes to the land development code to make sure they're consistent with the Comprehensive Plan and make a recommendation to the City Commission as to whether it believes that the proposed change is or is not consistent with the Comprehensive Plan. Thus, this is "zoning" matter and other matters of public policy are not necessarily relevant.

Planning Manager, Jeff Briggs presented the staff report and reiterated that the item being heard is a zoning matter regulating marijuana treatment centers through zoning and the Planning and Zoning Board will have to make a recommendation before the City Commission can act. He explained that, based on the state law that was signed by the Governor in June of 2017, regarding the regulation of marijuana treatment centers, cities and counties only have two options, 1) to prohibit marijuana treatment centers altogether or 2) permit them to be located every place a pharmacy is allowed,

meaning anywhere that is zoned commercial would have to allow for marijuana treatment center. This ordinance would prohibit the 'use' since there is 600+ acres of commercial land where pharmacies and by extension then, medical marijuana treatment centers would be allowed as a permitted use which includes Orlando, Fairbanks, Orange, Aloma, New England and Park Avenues, among others. The concern is that if every community except Winter Park chooses to prohibit; then all of these businesses serving the Metropolitan Area would need to locate in Winter Park. Thus, it was prudent to prohibit now and see if the City later could serve a portion of the market versus the entire market.

Mr. Briggs added that this ordinance also has a section that should this law be overturned in the courts, it automatically imposes a one year moratorium which would give the City time to react and promulgate new zoning rules in order to provide time to go through this process again.

Chairman Johnston asked what would trigger a one year moratorium. City Attorney responded that section five (5) of the ordinance says that in the event that the statute that allows the local governments to prohibit medical marijuana treatment center/dispensing facilities, if that particular statute is interpreted by a court with proper jurisdiction as being unenforceable or unlawful, the moratorium would be in effect immediately, which would mean that the City imposes a pause on accepting and processing of any application for location or development of a dispensary for one year.

**Staff Recommendation is for Approval of the Ordinance, which prohibits locations of marijuana facility centers in the City.**

Mr. Briggs answered questions from the Board. He confirmed that the Ordinance being discussed is consistent with the Comprehensive Plan and that we had not received any applications as yet for dispensaries under current regulations.

Mr. Briggs also answered questions from the Board related to options the City would have regarding designating locations for dispensaries.

The Board heard public comment from James Turney, 668 Cortez Circle, Altamonte Springs spoke to the constitutional referendum passed by 70% of Florida voters and how prohibitions are contrary to the wishes of the voters of the State. He also proposed alternate solutions.

No one else wished to comment, the public hearing was closed.

There was discussion amongst the Board members comments from the Board regarding

Board member Laura Turner asked Staff if there was a statutory deadline in place by which the Board was required to make a decision regarding the Ordinance. City Attorney, Dan Langley, clarified that while there isn't a deadline, the law that was passed is already effective, meaning that the legislation has now pre-empted the existing code provisions with respect to location and permitting so as it stands now, there are no relevant code provisions that govern this type of use, dispensary only.

Vice Chair DeCiccio asked that, if there was an active application to open a dispensary at this time, would the City have to allow it since the City has not passed any Ordinance against it. City Attorney, Dan Langley, responded that the position could be that the City currently has a pending Ordinance that is considering the prohibition of the use and waiting to hear final judgement from the City Commission. However, without this pending Ordinance, the answer would be yes, the City would have to allow the request for the dispensary to be located anywhere in the city where a pharmacy would be permitted.

Chairman Johnston expressed concern that, over time, the allowance for medical marijuana could turn into the allowance of recreation marijuana in the state of Florida as it has in others. He asked the City Attorney if the City is defining medical marijuana or defining encapsulating marijuana, could a vape shop eventually sell marijuana and get around a provision or would it just be under the medical

marijuana label that needs a prescription. The City Attorney responded that this is something that the City would have to look at when the legislation or constitutional provisions change, this Ordinance keys to the statute that defines what a dispensary is so it is all keyed to dispensaries for medical marijuana.

Board member Owen Beitsch asked what the principle criteria were that motivated the City and the Board to impose the current limitations regarding medical marijuana dispensaries. Mr. Briggs responded that this is something new to Florida and there is some uncertainty of how these kinds of business would operate, thus the Board wanted to limit the number of locations for these companies so there is time to understand and learn from that experience as well as other cities' experiences of how these businesses will operate.

There being no further comment from the Board, the Chairman asked for a motion.

**Motion made by Sheila De Ciccio, seconded by Adam Bert for an ordinance of the City of Winter Park, Florida repealing and replacing Ordinance No. 2981-14 and the code provisions adopted therein with a new section 58-96 of Article III of Chapter 58, City of Winter Park land development code to prohibit medical marijuana treatment center dispensing facilities within the boundaries of the City as authorized by section 381.986, Florida statutes; providing legislative findings; providing for codification, moratorium contingency; severability, conflicts, and an effective date.**

**Motion carried unanimously with a 6-0 vote.**

**NEW BUSINESS:**

There was no further business. Meeting adjourned at 6:27 p.m.

Respectfully submitted,

Kim Breland  
Recording Secretary



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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM CONTINGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and Section 381.986, Florida Statutes; and

**WHEREAS**, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the sale and distribution of marijuana exist, potentially including: offensive odors, trespassing, theft, fire hazards, increased crime in and about the medical marijuana dispensing facility business, robberies, negative impacts on nearby businesses, nuisance problems; and

**WHEREAS**, certain of the above potential adverse impacts are accentuated by the current difficulties experienced by medical marijuana dispensing facility business in obtaining banking services necessitating such businesses to operate on a cash basis; and

**WHEREAS**, there exists the potential for misappropriation and diversion of medical marijuana to non-medical uses; and

**WHEREAS**, in 1996, the state of California became the first state to legalize the use of medical marijuana, and several other states subsequently enacted laws legalizing medical marijuana in various circumstances; and

**WHEREAS**, the California Police Chiefs Association developed a Task Force on Marijuana Dispensing facilities that prepared the “White Paper on Marijuana Dispensing facilities” published in 2009 (“White Paper”); and

**WHEREAS**, the White Paper examined the direct and indirect adverse impacts of marijuana in local communities and indicated that marijuana dispensing facilities may attract or cause ancillary crimes, and may result in adverse effects, such as marijuana smoking in public, the sale of other illegal drugs at dispensing facilities, loitering and nuisances, and increased traffic bear dispensing facilities; and

**WHEREAS**, the White Paper further indicates that the presence of marijuana dispensing businesses may contribute to the existence of a secondary market for illegal, street-level distribution of marijuana; and

**WHEREAS**, the White Paper outlines the following typical complaints received from individuals regarding certain marijuana dispensing facility study areas: high levels of traffic going to and from the dispensing facilities, people loitering in the parking lot of the dispensing facilities, people smoking marijuana in the parking

lot of the dispensing facilities, vandalism near dispensing facilities, and citizens worried that they may become a crime victim due to proximity to dispensing facilities; and

**WHEREAS**, the White Paper ultimately concludes that there are may be adverse secondary effects created by the presence of medical marijuana dispensing facilities in communities; and

**WHEREAS**, The Marijuana Policy Group has published a memorandum called “Municipal Dispensary Allocation: Florida,” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

**WHEREAS**, The Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each fifty-thousand residents and the optimal ratio is one dispensing facility per 67,222 residents, and the City of Winter Park has a population (less than approximately 30,000) well below such ratios; and

**WHEREAS**, Section 381.986(11), Florida Statutes, authorizes a county or municipality to “ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality”; and

**WHEREAS**, Section 381.986(11) further provides that “[a] county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality,” and that “[e]xcept as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465”; and

**WHEREAS**, given, among other things, the secondary effects of medical marijuana dispensing facilities, The Marijuana Policy Group’s the analysis of optimal population ratios (residents per dispensing facility), and the statutory restrictions on local government authority to regulate number and location of dispensing facilities if not banned, there is a rational basis for the City to exercise its authority under Section 381.986(11), Florida Statutes to ban dispensing facilities within the boundaries of the City; and

**WHEREAS**, on October 27, 2014, the City adopted Ordinance 2981-14 to regulate medical marijuana treatment centers, and due to the recent adoption of Section 381.986, Florida Statutes, the City Commission desires to repeal and replace Ordinance 2981-14; and

**WHEREAS**, the City finds that this Ordinance is in the interests of the public health, safety, and welfare.

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

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance and adopted as legislative findings.

**SECTION 2. Repeal/Amendment.** City of Winter Park Ordinance No. 2981-14 is hereby repealed in its entirety and Article III of Chapter 54 of the City of Winter Park Code of Ordinance is hereby amended as follows:

**ARTICLE III. - RESERVEDMEDICAL MARIJUANA TREATMENT CENTERS**

**~~Sec. 54-30. Definitions.~~**

~~For purposes of this article, the following terms, whether appearing in the singular or plural form, shall have the following meanings:~~

~~Debilitating medical condition means cancer, glaucoma, positive status for human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis or other conditions for which a physician believes that the medical use of *marijuana* would likely outweigh the potential health risks for a patient.~~

~~Department means the state department of health or its successor agency.~~

~~Identification card means a document issued by the department that identifies a person who has a physician certification or a personal caregiver who is at least 21 years old and has agreed to assist with a qualifying patient's medical use of *marijuana*.~~

~~Marijuana has the meaning given cannabis in F.S. § 893.02(3).~~

~~Medical *marijuana* treatment center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers *marijuana*, products containing *marijuana*, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the state department of health.~~

~~Medical use means the acquisition, possession, use, delivery, transfer, or administration of *marijuana* or related supplies by a qualifying patient or personal caregiver for use by a qualifying patient for the treatment of a debilitating medical condition.~~

~~Personal caregiver means a person who is at least 21 years old who has agreed to assist with qualifying patient's medical use of *marijuana* and has a caregiver identification card issued by the department. A personal caregiver may assist no more than five qualifying patients at one time. An employee of a hospice provider, nursing, or medical facility may serve as a personal caregiver to more than five qualifying patients as permitted by the department. Personal caregivers are prohibited from consuming *marijuana* obtained for the personal, medical use by the qualifying patient.~~

~~Physician means a physician who is licensed under F.S. ch. 458 or 459.~~

~~Physician certification means a written document signed by a physician stating that in the physician's professional opinion the patient suffers from a debilitating medical condition, that the potential benefits of the medical use of *marijuana* would likely outweigh the health risks for the patient, and for how long the physician recommends the medical use of *marijuana* for the patient. A physician certification may only be provided after the physician has conducted a physical examination of the patient and a full assessment of the patient's medical history.~~



Qualifying patient means a person who has been diagnosed to have a debilitating medical condition, who has a physician certification and a valid qualifying patient identification card. If the department does not begin issuing identification cards within nine months after the effective date of this section, then a valid physician certification will serve as a patient identification card in order to allow a person to become a "qualifying patient" until the department begins issuing identification cards.

Sec. 54 31. ~~Registration and operational regulations for *medical marijuana* treatment centers.~~

~~(a) Registration required. Upon adoption of this article and annually thereafter, *medical marijuana* treatment centers shall register with the city by completing and submitting to the city manager, or his/her designee, a registration form that is obtained from that official.~~

~~(b) Persons responsible. A physician shall be designated as responsible for complying with all requirements related to registration and operation of the *medical marijuana* treatment centers. The designated physician and all other persons operating the *medical marijuana* treatment center shall ensure compliance with the following regulations. Failure to so comply shall be deemed a violation of this article and shall be punishable as provided in [section 54 34](#).~~

~~(c) Supplemental regulations. All registered *medical marijuana* treatment centers shall be subject to the supplemental regulations provided in this section.~~

~~(d) Display of state registration. Any *medical marijuana* treatment center shall be validly registered with the State of Florida, if required, and with the city, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner and designated physician responsible for compliance with state and city law. A *medical marijuana* treatment center shall register with the city by completing and submitting to the city manager, or his/her designee, a registration form that is obtained from that official.~~

~~(e) Controlled substances. The on-site sale, provision, or dispensing of controlled substances (other than those types of *marijuana* approved for sale by the department) at a *medical marijuana* treatment center shall be prohibited except as is specifically set forth in applicable federal or state law.~~

~~(f) On-site consumption of *marijuana* and/or alcoholic beverages. No consumption of *marijuana* or alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks or rights-of-way. The persons responsible for the operation of the *medical marijuana* treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.~~

~~(g) Adequate inside waiting area required. No *medical marijuana* treatment center shall provide or allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees. Outdoor sales of *medical marijuana*, including, but not limited to, sales from mobile units or at outdoor markets, are specifically prohibited. The *medical marijuana* treatment centers shall not permit any patient or business invitee to stand, sit (including in a parked car), gather, or loiter outside of the building where the clinic operates, including in any parking area, sidewalk adjacent, right-of-way, or neighboring property for any period of time longer than that reasonably required to arrive and depart. The *medical marijuana* treatment centers shall post a conspicuous sign stating that no loitering is allowed on the property. The *medical marijuana* treatment center will cooperate with law enforcement at all times to ensure gathering and/or loitering does not occur.~~

~~(h) Queuing of vehicles. The persons responsible for the operation of *medical marijuana* treatment center shall ensure that there is no queuing of vehicles in the rights-of-way. The persons responsible for the~~

operation of the ~~medical marijuana~~ treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.

(i) ~~No drive-through service. No medical marijuana treatment center shall have a drive-through or drive-in service aisle. All dispensing, payment for and receipt of said marijuana shall occur from within or inside the medical marijuana treatment center.~~

(j) ~~Operating hours. A medical marijuana treatment center may operate only Monday through Friday and only during the hours of 7:00 a.m. to 7:00 p.m.~~

(k) ~~Monthly business records. Each business day a medical marijuana treatment center shall record, and shall provide to the city manager or his or her designee on a monthly basis, by the fifth day of each calendar month, a sworn summary of certain limited information from the prior calendar month that is prepared by the medical director and/or the person in charge of prescribing the medical marijuana that month. To the extent such information is not otherwise required to be maintained by any other law, the backup for the required monthly summary shall be maintained by the medical marijuana treatment center for at least 24 months. The monthly summary shall include the following information for the previous calendar month:~~

(1) ~~The total number of prescriptions for marijuana filled by the medical marijuana treatment center;~~

(2) ~~The state of residence of each person to whom marijuana was dispensed.~~

(l) ~~Personnel records. A medical marijuana treatment center shall maintain personnel records for all owners, operators, employees, workers, and volunteers on site at the medical marijuana treatment center, and make those records available during any inspection. The medical marijuana treatment center shall forward a sworn personnel record containing items (1), (2) and (3), below to the city manager, or his/her designee, on a monthly basis by the fifth day of each calendar month for the previous calendar month. Personnel records shall, at a minimum, contain the following information about each of the above-described persons present for any day in the previous calendar month:~~

(1) ~~Name and title;~~

(2) ~~Current home address, telephone number, and date of birth;~~

(3) ~~A state or federally issued driver's license or other identification number;~~

(4) ~~A copy of a current driver's license or a government issued photo identification; and~~

(5) ~~A list of all criminal convictions (if any), whether misdemeanor or felony for all persons hired in the previous calendar month, to be updated annually.~~

(m) ~~Inspections. A medical marijuana treatment center shall permit, law enforcement access to the property to conduct compliance inspections.~~

(n) ~~Compliance with other laws. A medical marijuana treatment center shall at all times be in compliance with all federal and state laws and regulations, the City of Winter Park City Code and the Orange County Code. In the event of a direct conflict between the City and County Codes, the City Code shall apply.~~

~~Sec. 54-32. Landlord responsibility.~~

(a) ~~Any landlord, leasing agent or owner of property, upon which a medical marijuana treatment center operates, who knows, or in the exercise of reasonable care should know, that a medical marijuana treatment~~

center is operating in violation of the Winter Park City Code, or applicable Florida law, including the rules and regulations promulgated by the state department of health, must prevent, stop, or take reasonable steps to prevent the continued illegal activity on the leased premises.

(b) Landlords who lease space to a *medical marijuana* treatment center must expressly incorporate language into the lease or rental agreement stating that failure to comply with the Winter Park City Code is a material non-curable breach of the lease and shall constitute grounds for termination of the lease and immediate eviction by the landlord.

~~Sec. 54-33. — Certification affidavit by applicants for related uses.~~

~~(a) Certification affidavit by applicants for related uses. Any application for a business certificate under [chapter 54](#), article III, as a *medical marijuana* treatment center as defined in [section 54-30](#), shall be accompanied by an executed affidavit certifying registration with the State of Florida, and the City of Winter Park as a *medical marijuana* treatment center. The failure of an applicant to identify the business in the application for a business certificate as a *medical marijuana* treatment center, which meets the definition of *medical marijuana* treatment center as defined in [section 54-30](#), will result in the immediate expiration of the business certificate and immediate ceasing of all activity conducted in the *medical marijuana* treatment center.~~

~~(b) Any applicant's application for a business certificate and executed affidavit relating to use as a *medical marijuana* treatment center, where applicable, shall be provided to the city building division at the time of the proposed use.~~

~~Sec. 54-34. — Penalties.~~

~~Any person violating any of the provisions of this article shall be deemed guilty of an offense punishable as provided in [section 1-7](#), Article II Code Enforcement Citations, and also by revocation of a business certificate and code enforcement violations referred to the code enforcement board.~~

**SECTION 3. Amendment of City Land Development Code.** Article III (Zoning) of Chapter 58, of the City of Winter Park Land Development Code is hereby amended to add a new Section 58-96 and to amend Section 58-95 and Section 58-78(b) as follows (~~stricken through~~ language are deletions; underlined language are additions; provisions not included are not being amended):

Sec. 58-95. - Definitions.

\*\*\*

~~Medical marijuana treatment center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers *marijuana*, products containing *marijuana*, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the state department of health and regulated under article III of chapter 54 of the City Code of Ordinances.~~

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Sec. 58-78. - Limited industrial and warehouse (I-1) district.

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(b) Permitted uses. All uses of land located within this district must not be obnoxious by reason of sound, fumes, repulsive odors and the like whether the same constitutes an actual nuisance or not, and the uses shall not, in any way, detract from the desirability of the city as a residential community. Permitted uses include:

- (1) Warehouses and wholesale distribution of goods, wares, merchandise, articles, or substances, except those which are combustible, inflammable, explosive or likely to create fire, radiation, or explosive hazards to surrounding property;
- (2) Administrative or executive offices of a business or industrial establishment;
- (3) Engineering offices;
- (4) Assembly of electronic instruments or devices, precision instruments and similar industries;
- (5) Blueprinting, photocopying or printing office;
- (6) Light and clean manufacturing operations which meet all the requirements of this article and are operated only within completely enclosed building;
- (7) Research offices and laboratories;
- (8) Storage building or yard which is incidental to a permitted use. Goods and equipment should be stored in fully-enclosed buildings, but if for the conduct of business they must be stored in a yard, then the yard must be fully screened from public view by a densely planted hedge, wall or fence measuring a minimum of six feet in height;
- (9) Adult entertainment establishments if otherwise complying with the applicable Winter Park or Orange County adult entertainment code;
- (10) All accessory uses which are customarily incidental to such industrial uses;
- (11) Churches, nonprofit organizations' halls/lodges and schools (see parking requirements for limitations);
- (12) Any use permitted in the C-3 district, except those including residential uses;
- (13) Pain management clinics.
- ~~(14) Medical marijuana treatment center, subject to the following requirements:~~
  - ~~a. No medical marijuana treatment center shall be located within 1,000 feet of any school, day care, park, playground or religious institution, or within 100 feet of any residentially zoned property, as further defined by these regulations. No medical treatment center shall operate within 1,000 feet of any existing medical marijuana treatment center. Distances shall be measured by drawing a straight line between the closest point of the medical marijuana treatment center structure (be it a building or leased space in a building) to the~~

closest property line or edge of leased space (whichever is closer) of the school, church or residentially zoned property.

~~b. Any parking demand created by a medical marijuana treatment center shall not exceed the parking spaces located or allocated on site, as required by the city's parking regulations. An applicant shall be required to demonstrate that on site traffic and parking attributable to the medical marijuana treatment center will be sufficient to accommodate traffic and parking demands generated by the medical marijuana treatment center, based upon a current traffic and parking study prepared by a certified professional.~~

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#### Sec. 58-96.- Prohibition on Medical Marijuana Dispensing Facilities.

(a) Prohibition. Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the city. The city shall not accept, process or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.

(b) Definition. For the purposes of this section, the term “Medical Marijuana Treatment Center Dispensing Facility” means any facility where medical marijuana or any product derived therefrom is dispensed at retail.

(c) Interpretation/Intent. This section and the terms used herein shall be interpreted in accordance with F.S. § 381.986 and Ch. 64-4 of the Florida Administrative Code. The intent of this section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the city as authorized by F.S. § 381.986(11).

**SECTION 4. Codification.** This Section 2 and 3 of Ordinance shall be incorporated into the Winter Park City Code and Land Development Code, as applicable. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the City Code may be freely made.

**SECTION 5. Moratorium Contingency.** In the event Section 381.986, Florida Statutes is amended or interpreted by a court of competent jurisdiction in a way as to eliminate or prevent the city’s ability to ban or prohibit Marijuana Treatment Center Dispensing Facilities within the city limits (or such statute or this Ordinance is interpreted in a manner to prevent the enforcement of Section 58-96 of the LDC adopted by this Ordinance), upon the effective date of such an automatic one-year moratorium shall go into place on the acceptance, processing and approval of Marijuana Treatment Center Dispensing Facilities (including by way of acceptance, proceeding and approval of applications for development orders and permits) within the City limits in order to give the City time to evaluate changes in the applicable law, the City’s ability to regulate such uses and activities and potentially enact local legislation regarding the same. Such one-year moratorium may be terminated early through resolution or ordinance of the City Commission.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 7 Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 8. Effective date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

**FIRST READING:** \_\_\_\_\_, 2017

**SECOND READING:** \_\_\_\_\_, 2017

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION  
CITY OF WINTER PARK

\_\_\_\_\_  
Steve Leary, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

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# Public Hearing

## NOTICE OF AN ORDINANCE TO ESTABLISH NEW USE REGULATIONS FOR MEDICAL MARIJUANA TREATMENT CENTERS

**NOTICE IS HEREBY GIVEN** that the Winter Park City Commission will hold a Public Hearing on Monday, August 14, 2017 at 5:01 p.m., in City Hall Commission Chambers, located at 401 South Park Avenue in the City of Winter Park, Florida, to consider the adoption of an Ordinance to establish new zoning regulations for medical marijuana treatment centers and providing a contingency for a one year moratorium if the State Law should be modified by a Court of competent jurisdiction.

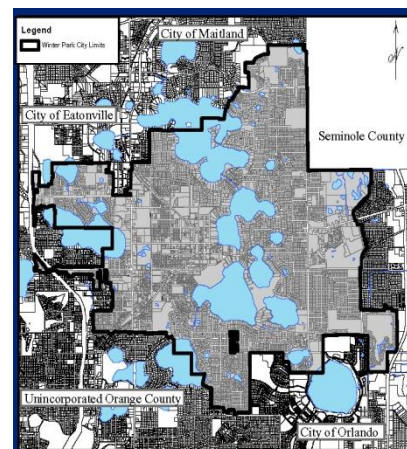
Copies of the proposed Ordinance are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at [www.cityofwinterpark.org](http://www.cityofwinterpark.org).

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

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

**PUBLISH: July 30, 2017 ORLANDO SENTINEL**





# city commission public hearing

Item type	Public Hearing	meeting date	August 14, 2017		
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Administrative Services		<input checked="" 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

Amendment to City's Wireless and Communications Facilities Ordinance.

## motion | recommendation

Approval of the Ordinance as presented.

## background

In April, the City Commission amended the wireless and communications facilities ordinance in order to update it for current technology and trends as well as a pre-emptive measure due to the pending State law governing wireless in local rights-of-way was going to be written. Since that time period, the Advanced Wireless Infrastructure Deployment Act has been passed and as such it will necessitate some additional changes to the city's recently amended ordinance.

As the use of cellular networks expand, cellular companies are looking for more ways to provide gap-free service to customers. As 5G becomes the new standard over the next few years, cellular companies are focusing more on smaller tower deployments to provide service. The City is already experiencing this as demand for sites on the larger cell towers has declined and interest in permitting smaller local sites has increased. As a City proud of its character and charm, these smaller tower sites can be unappealing as antenna are often just attached to existing poles, new poles and antennas can clutter the rights-of-way, and large communications facilities boxes are obtrusively placed on the ground.

The legislation passed by the State significantly reduces home rule authority as it relates to the permitting, approval, placement, and size of facilities that can be located in public rights-of-way. Some restrictions on local government include:

- 1) City may not require placement of wireless facilities on any particular type of pole or require that facilities from multiple service providers be co-located on a pole.
- 2) City may not limit the placement of wireless facilities by minimum separation distances or maximum height limitations. (However, cannot be more than 10 feet above the tallest utility pole within 500 feet of proposed site. If no other pole then can be 60 feet in height.)
- 3) Application approval or deficiency notice must be provided in 14 days or it will be deemed sufficient. Local governments have 60 days from application date to render final approval or it will be deemed approved.
- 4) Wireless equipment associated with the facility cannot be more than 28 cubic feet (the size of a refrigerator). Typically, these items are located on the ground or on the pole itself.
- 5) The City may not charge more than \$150 as colocation payment.

Prohibiting wireless facilities on poles operated by Winter Park Utilities, as allowed by the Act, could encourage applications for new poles and increase visual and physical clutter in our rights-of-way. Therefore, staff would prefer collocating wireless facilities on light poles in a stealth manner. Due to the short time allowed by the Act to approve or deny an application, the exemptions that the city believes it is eligible to enforce, and the need to provide objective design guidelines as allowed by the Act, the current ordinance, is being revised.

Notable changes include the addition of design guideline exhibits as it relates to the construction of new poles. The new State law requires that city's provide objective guidelines and these have been placed in the ordinance. The timing of approvals have been changed to match the law's specifications, and additional projections to protect design, safety, and neighborhood character have been included.

The City Attorneys drafted the changes in light of the new law's passage and all involved departments have provided feedback on this item.

#### **alternatives | other considerations**

N/A

#### **fiscal impact**

The State Act, by limiting the City to a fee of \$150 per year, will result in an undetermined loss of revenue compared to fees the City could charge at market rate. In discussions with other cities around the nation, typical rates range from \$150 per pole per month, up to \$650 a month. The current law allows for \$150 a year.



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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 40, ARTICLE IV OF THE CITY CODE REGARDING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; IMPLEMENTING THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; MAKING FACTUAL AND LEGISLATIVE FINDINGS; ADOPTING AND AMENDING CITY REGULATIONS RELATED TO, WITHOUT LIMITATION, PLACEMENT, MAINTENANCE, AND REPLACEMENT OF WIRELESS AND OTHER COMMUNICATIONS FACILITIES IN THE CITY'S RIGHTS-OF-WAY, COLLOCATION OF SMALL WIRELESS FACILITIES ON EXISTING UTILITY POLES, PLACEMENT OF NEW UTILITY POLES, INSURANCE AND SURETY BOND REQUIREMENTS, PERMITTING PROCEDURES AND REQUIREMENTS, APPEALS, SAFETY REQUIREMENTS, WAIVERS, REVIEW DEADLINES, DEFINITIONS, REGISTRATION OF COMMUNICATIONS SERVICE PROVIDERS, AND FEES; PROVIDING OBJECTIVE DESIGN STANDARDS; PROVIDING AND INCORPORATING EXHIBITS; PROVIDING FOR CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, on April 24, 2017, the City adopted Ordinance No. 3075-17 amending Chapter 40, Article IV of the City Code regarding communications facilities in the public rights-of-way and adopting new regulations with respect thereto; and

**WHEREAS**, the Florida Legislature subsequently adopted, and on June 23, 2017 the governor signed into law, effective July 1, 2017, the Advanced Wireless Infrastructure Deployment Act (the "Act"), codified at Fla. Stat. § 337.401, which places certain limitations on local government authority to regulate wireless communications facilities within the public rights-of-way; and

**WHEREAS**, the Act provides at Fla. Stat. § 337.401(7)(d) that, "Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way;" and

**WHEREAS**, passage of the Act necessitates that the City amend Ordinance No. 3075-17 and the City Code in order to implement the Act, ensure that the City's regulations governing wireless communications facilities in the rights-of-way are consistent therewith, and to adopt new regulations as are consistent with the Act; and

**WHEREAS**, the Act at Fla. Stat. § 337.401(7)(b)2. authorizes local governments to adopt various types of regulations governing wireless facilities in the rights-of-way, including but not limited to "objective design standards" that may require wireless facilities to "meet reasonable location context,

color, stealth, and concealment requirements,” and “reasonable spacing and location requirements concerning the location of ground-mounted equipment”; and

**WHEREAS**, the Act substantially preserves local government authority to regulate the installation of new utility poles in the public rights-of-way, providing at Fla. Stat. § 337.401(7)(d)6. that, “Except as provided in subparagraphs 4 and 5, the installation of a utility pole in the public rights-of-way designed to support a small wireless facility shall be subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection”; and

**WHEREAS**, the Act at Fla. Stat. § 337.401(7)(i) further provides that, “A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of an authority that prohibit above-ground structures in public rights-of-way. Any such requirements may be waived by the authority”; and

**WHEREAS**, the Act at Fla. Stat. § 337.401(7)(b)6. exempts from the definition of “authority utility pole” any “utility pole owned by a municipal electric utility, [or] a utility pole used to support municipally owned or operated electric distribution facilities”; and

**WHEREAS**, the City of Winter Park is a municipal electric utility within the meaning of Fla. Stat. § 337.401(7)(k)1., and thus any utility pole, as defined by the Act, that is owned by the City does not constitute an “authority utility pole” and is exempt from the requirements governing such authority utility poles and, therefore, the city may either prohibit or strictly regulate the allowance of wireless facilities on authority utility poles; and

**WHEREAS**, to remove unsightly urban clutter, the City is investing \$3.5 million annually, or a total of \$70 million, undergrounding electrical utility wires and removing poles from the City’s rights-of-way in order to improve the City’s aesthetics, safety, and long term health of the city’s extraordinary tree canopy; and

**WHEREAS**, the City is investing \$11.5 million funded by the Florida Department of Transportation undergrounding power lines on Fairbanks Avenue and, along Fairbanks and Aloma Avenue, replacing conventional cobra street lights with decorative poles, arms, and light fixtures to create and enhance the city’s quaint and highly desirable aesthetics; and

**WHEREAS**, it is the policy of the City to require underground utilities with respect to new construction, as codified at 58-84(q); and

**WHEREAS**, the Act at Fla. Stat. § 337.401(7)(b)5. does not apply to wireless facilities on rights-of-way under the jurisdiction and control of the Florida Department of Transportation; and

**WHEREAS**, the Act at Fla. Stat. § 337.401(7)(k) does not authorize wireless facilities on rights-of-way in historic areas designated by the state or local government, and “does not limit a local government’s authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. § 332(c)(7), the requirement for facility

modifications under 47 U.S.C. § 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws”; and

**WHEREAS**, the City’s policy is not to permit the placement of new utility poles in the public rights-of-way except for decorative street lighting, except that a new utility pole used to support communications facilities may be authorized in certain limited circumstances under Section 40-86(g) of the City Code; and

**WHEREAS**, the Act authorizes a municipality to adopt by ordinance reasonable and non-discriminatory provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, authority liability, or authority warranties; and

**WHEREAS**, the Florida Supreme Court held unanimously in *City of Hollywood v. Mulligan*, 934 So. 2d 1238, 1243 (Fla. 2006), that Article VIII, section 2(b) of the Florida Constitution and the Home Rule Powers Act, Fla. Stat. § 166.021(3)(c), grant municipalities “broad authority to enact ordinances under its municipal home rule powers” and that “[u]nder its broad home rule powers, a municipality may legislate concurrently with the Legislature on any subject which has not been expressly preempted to the State”; and

**WHEREAS**, the Florida Supreme Court recognized on June 22, 2017, in *D’Agastino v. City of Miami* (No. SC16-645), that “a finding of express preemption—that the Legislature has specifically expressed its intent to preempt a subject through an explicit statement—is a very high threshold to meet” and that “implied preemption involving a municipality’s home rule powers may be disfavored”; and

**WHEREAS**, the *D’Agastino* Court held that one “must be careful and mindful in attempting to impute intent to the Legislature to preclude a local elected governing body from exercising its home rule powers,” with Justice Pariente correctly explaining that “implied preemption should be construed narrowly to comport with the Home Rule Powers Act and the Florida Constitution”; and

**WHEREAS**, the Federal Telecommunications Act, 47 U.S.C. § 332(c)(7)(A) preserves local zoning authority with respect to “decisions regarding the placement, construction, and modification of wireless service facilities”; and

**WHEREAS**, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City, all within the bounds of the Act and other state and federal laws governing communications facilities.

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

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. Amendment of City Code.** Chapter 40, Article IV of the City Code is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):



#### ARTICLE IV. - COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

##### Sec. 40-81. - Title.

This article shall be known and may be cited as the "Winter Park Communications Rights-of-Way Ordinance."

(Ord. No. 2424-01, § 1, 6-26-01)

##### Sec. 40-82. - Intent and purpose; applicability to state-controlled rights-of-way.

(a) Intent and purpose. It is the intent of the city to promote the public health, safety and general welfare by: (a) providing for the placement or maintenance of communications facilities in the public rights-of-way within the city; (b) adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including F.S. § 337.401 as amended by the Advanced Wireless Deployment Act, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; (c) establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; (d) protecting the city's unique and extraordinary aesthetic qualities; and ~~(d)~~ minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

(b) State-controlled rights-of-way. This article shall apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the city. This article shall also apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the Florida Department of Transportation, provided that the City is authorized to apply this article under a permit-delegation agreement between the city and Department in accordance with F.S. § 337.401(1)(a), or as otherwise provided by law.

(Ord. No. 2424-01, § 2, 6-26-01)

##### Sec. 40-83. - Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words and phrases not otherwise defined in this article shall be interpreted in accordance with applicable definitions under chapter 58, article VII of this Code of Ordinances and state and federal laws governing communications facilities, including F.S. § 337.401 except where the context clearly indicates a different meaning, and shall otherwise be construed to mean the common and ordinary meaning.

*Abandonment* shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

*Antenna* means any transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this article, the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

*Applicable codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization and the Florida Building Code and the Florida Fire Prevention Code and or local amendments to those codes enacted to address building, accessibility and fire code standards and threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements.

*Applicant* means the person registering and applying to locate wireless facilities in the right-of-way of the city and includes the applicant's successors-in-interest and anyone owning and maintaining the wireless facilities.

*City* means the City of Winter Park, Florida. Where appropriate, the word "city" may refer to the city commission or the relevant city officer or board considering an application under this article.

*City-owned real property* means real property to which the city holds title, easement, or a leasehold interest, but does not include the public rights-of-way.

*City-owned facility* or *city-owned structure* means any facility, structure or infrastructure to which the city holds title, easement, or a leasehold interest, including, but not limited to, communications facilities, utility poles, towers, buildings, and communications infrastructure, regardless of whether located within or outside the public rights-of-way.

*Cluttered* shall mean placement in a confused, disordered, disorganized, or jumbled or crowded state, which can occur when too much is located in too small of an area given the reasonable location context.

*Communications facility(ies) or ~~facility(ies)~~ or system(s)* means any permanent or temporary physical plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. The term includes wireless facilities.

*Communications services* shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article, "cable service", as defined in F.S. § 202.11(2), as it may be amended, is not included in the definition of "communications services," and cable service providers may be subject to other ordinances of the city.

*Communications services provider* shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. "Communications services provider" shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

*Communications tower or tower* means a building-mounted or ground-mounted tower, pole-type, lattice or other structure that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

*Concealed* means a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

~~*Co-location*~~ *Collocation* means ~~the placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement, location or operation of the second or subsequent antenna.~~ to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

*FCC* shall mean the Federal Communications Commission.

*In public rights-of-way or in the public rights-of-way* shall mean in, on, over, under or across the public rights-of-way.

*Micro wireless facility* means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

*Ordinance* shall mean this ordinance.

*Pass-through provider* means any person who, upon registering with the city, places or maintains a communications facility in the city's rights-of-way and that does not remit communications service taxes as imposed by the city pursuant to F.S. ch. 202.

*Person* shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

*Place or maintain or placement or maintenance or placing or maintaining* shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

*Public rights-of-way or rights-of-way* shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley, regardless of which governmental entity has jurisdiction and control over such ~~for which the city is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law,~~ and includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property. "Public Rights-of-way" shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

*Registrant* shall mean a communications services provider that has registered with the city in accordance with the provisions of this article.

*Registration or register* shall mean the process described in this article whereby a communications services provider provides certain information to the city.



Small wireless facility or small wireless facilities means a wireless facility that meets the following qualifications:

(a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Stealth design means a method of camouflaging any tower, antenna, wireless facilities, or other ancillary supporting communications facility, including, but not limited to, supporting electrical, optical, or mechanical, or other equipment, which enhances compatibility with adjacent land uses and which is visually and aurally unobtrusive. Stealth design may include a repurposed structure. Stealth design includes any method of camouflaging wireless facilities adopted by the city commission through resolution as authorized by Sec 40-86(k)(2).

Utility pole means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, street lights or other lighting, cable television, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.~~means any pole or structure utilized for electric, telephone, cable television, street lights, or other lighting, and other utilities.~~

~~Wireless communications facility means any equipment or facility used for the transmission of wireless communications. This term includes, but is not limited to, wireless support structures, antennas, cabling, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and including distributed antenna system ("DAS") and small cell networks.~~

Wireless facility or wireless facilities means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, distributed antenna systems ("DAS"), wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities and micro wireless facilities. The term does not include:

(a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

(b) Wireline backhaul facilities; or

(c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

(Ord. No. 2424-01, § 3, 6-26-01; Ord. No. 3075-17 , § 2, 4-24-17)

Sec. 40-84. - Registration for placing or maintaining communications facilities in public rights-of-way.

(a) A communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall first register with the city in accordance with this article. Subject to the terms and conditions prescribed in this article, a registrant may place or maintain a communication facility in public rights-of-way.

(b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this article governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another person's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes or regulations, including this article.

(c) Each communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall file a single registration with the city which shall include the following information:

- (1) Name of the applicant, including a contact person;
- (2) Name, address, email address, and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;
- ~~(3) For registrations submitted prior to October 1, 2001, the applicant shall state whether it provides local service or toll service or both;~~
- ~~(34)~~ Evidence of the insurance coverage and surety bond required under this article;
- ~~(4) and a~~ Acknowledgment that registrant has received and reviewed a copy of this article, which acknowledgment shall not be deemed an agreement;
- (5) The number of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any

(d) The city shall review the information submitted by the applicant for registration to the Building Department. Such review shall be by the city manager or his or her designee. If the applicant submits information in accordance with subsection (c) above and other provisions of this Chapter and the City Code, the registration shall be effective and the city shall notify the applicant of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with subsection (c) above, the city shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The city shall so reply to an applicant within 30 days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section.

(e) Cancellation of Registration. A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of-way within the city and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(f) Limited Rights conferred by Registration. Registration does not, in and of itself, establish a right to place or maintain or priority for the placement or maintenance of a communication facility in public rights-of-way within the city but shall establish for the registrant a right to apply for a permit, if permitting is required by the city. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional city ordinances, as well as any state or federal laws that may be enacted.

~~(g) A registrant shall renew its registration with the city by April 1 of even numbered years in accordance with the registration requirements in this article, except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew until the next even numbered year. Within 30 days of any change in the information required to be submitted pursuant to subsection (c), except, as of October 1, 2001, subsection (c)(3), a registrant shall provide updated information to the city. If no information in the then existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this article~~

~~(h)~~—In accordance with applicable city ordinances, codes or regulations, a right-of-way utilization permit and a building permit shall be required of a communications services provider that desires to place or maintain a communication facility in public rights-of-way. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall apply. ~~A permit~~Permits may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met.

(Ord. No. 2424-01, § 4, 6-26-01)

Sec. 40-85. - City-owned structures, facilities, and real property.

(a) The city may construct or designate existing city-owned structures, facilities, and real property, within or outside the public rights-of-way, including any accompanying equipment or communications facilities necessary to provide communications services via such structures, facilities, or real property, for the purpose of housing privately or publicly owned antennas and other communications facilities, or to provide communications services to, or support the provision of communications services by, providers of communications services within the city. The city may allow the placement of an antenna or other communications facility upon a city-owned structure or real property, or otherwise allow the use of city-owned facilities outside of the rights-of-way, upon such terms as the city may deem acceptable, in writing, and subject to such rental, use, utility, license, or other fees as may be consistent with the law and established by the city commission via resolution.

(b) In the interests of facilitating the safe, efficient, and aesthetically desirable use of the public rights-of-way, and to otherwise avoid the negative effects upon the public welfare of, and address safety concerns relating to, proliferation of structures within the rights-of-way, the city may ~~require~~offer to an applicant who wishes to install, construct, place, or maintain an antenna or other communications facility in the public rights-of-way, to place or co-locate such antenna or communications facility upon or within a city-owned structure outside of the rights-of-way where feasible, ~~except where the applicant can demonstrate, in writing, to the satisfaction of the reviewing city board or officer, that such requirement (i) would be inconsistent with state or federal law, or (ii) would otherwise be inappropriate or inconsistent with the public welfare.~~ Such antenna or communications facility shall meet the requirements of this article.



(c) The city reserves and does not waive any right that the city may have in its capacity as a property owner or utility provider with respect to city-owned structures, facilities, and real property, and may exercise control over such to the extent not prohibited by law. When the city allows the placement of communications facilities upon, or the use of, city-owned structures, facilities, and real property, the city shall be deemed to be acting within its proprietary capacity or capacity as a utility provider, as appropriate and otherwise consistent with the law. The provisions of this article shall not limit the city's discretion with respect to the use, installation, construction, placement, or maintenance of city-owned structures, facilities, and real property.

(Ord. No. 3075-17 , § 3, 4-24-17)

Editor's note— Ord. No. 3075-17, § 3, adopted April 24, 2017, amended § 40-85 in its entirety to read as set out herein. Former § 40-85 pertained to notice of transfer, sale or assignment of assets in public rights-of-way and derived from Ord. No. 2424-01, § 5, adopted June 26, 2001.

Sec. 40-86. - Placement ~~or~~ and maintenance of a communication facility in public rights-of-way.

(a) Prohibitions.

(1) No wireless facilities or other communications facilities shall be installed in the City's rights-of-way without a right-of-way utilization permit.

(2) Wireless facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

(3) To comply with clear zone requirements, no wireless facilities or other communications facilities shall be closer than 8 feet from the street curb or edge of pavement if no curb is present.

(4) Wireless facilities are prohibited within the public rights-of-way of roadways and railways under the jurisdiction and control of the Florida Department of Transportation unless approved by the City.

(5) Wireless facilities are prohibited on utility poles owned by a municipal electric utility, utility poles owned by the city, and utility poles used to support municipally owned or operated electric distribution facilities, unless expressly permitted herein.

(6) Wireless facilities are prohibited on arms used to support or mount traffic control signals and warning signals and on arms attached to utility poles.

(7) Wireless facilities are prohibited in the rights-of-way of any geographic area approved as an historic district either by the city, the State of Florida, or listed on the National Register of Historic Places unless:

- a. the city's Historic Preservation Board recommends approval of the method to deploy the wireless facilities in stealth so as not to detract from contributing historic structures and the ambiance of the district; and
- b. the City Commission accepts the recommendation and approves of the application.

(8) Wireless facilities are prohibited on utility poles or similar structures 15 feet or less in height unless incorporated into and hidden in the pole under a top mounted street light.

(9) Wireless facilities shall not interfere with electrical lines, cable lines, or their associated equipment. Wireless facilities shall be at least 20 feet away from energized electrical distribution lines. Wireless facilities may not be hung from energized lines or mounted on poles suspending energized lines or on poles to be removed in conjunction with the City's undergrounding of electric utilities.

(10) Wireless facilities may not block or interfere with the view of signs of commercial businesses or street signs.

(11) Because utility poles of Winter Park Utilities are exempt from the Act, wireless facilities shall not be suspended on cables strung between existing utility poles in the City.

(b) The applicant or applicant's successor must agree to remove the wireless facilities at any time if warranted by public health or safety as determined by the City.

(c) For the safety of electrical utility workers and members of the public:

(1) Wireless facilities collocated, if allowed, on the same utility pole as a street light shall be on the same disconnect as the street light;

(2) Wireless facilities shall be grounded and otherwise comply fully with all applicable electrical codes.

(3) Whenever conduit of the wireless facilities crosses telephone or electric power wires, wires shall cross and be maintained in accordance with the National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States in force at the time of the effective date of this article, and as amended.

(4) Wireless facilities shall comply with all applicable structural requirements with respect to wind speed under the Florida Building Code and under Chapter 22 of the City Code.

(d) Grounds for denial. The City may deny a proposed collocation of a small wireless facility in the public rights-of-way if the applicant fails to comply with any provision of this chapter or if the proposed collocation:

(1) Materially interferes with the safe operation of traffic control equipment;

(2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;

(3) Materially interferes with compliance with the Americans with Disabilities Act, or similar federal or state standards and regulations regarding pedestrian access or movement;

(4) Materially fails to comply with the most current edition of the Florida Department of Transportation Utility Accommodation Manual; or

(5) Fails to comply with applicable codes.

~~(a)~~ A registrant or applicant shall at all times comply with and abide by all applicable provisions of the state and federal law and city ordinances, codes and regulations in placing or maintaining a communication facility in public rights-of-way. The burden of proof shall at all times be on an applicant to establish compliance with requirements under this article and state and federal law.

(f) A registrant shall not place, commence to place or maintain a communication facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except in the case of an emergency. No wireless facility shall operate unless the City has conducted a final inspection and issued a Certificate of Completion pursuant to the Florida Building Code as adopted and amended by Article II, Section 22-28 of this Code.

(1) The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.

(2) Registrant shall provide prompt notice to the city of the placement or maintenance of a communication facility in public rights-of-way in the event of an emergency, and shall be required to ~~obtain~~ apply for an after-the-fact permit within 30 days if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency.

(3) Registrant acknowledges that as a condition of granting such permits, the city may impose ~~reasonable~~ rules or regulations governing the placement or maintenance of a communication facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit.

(4) Further, once the emergency is abated, the communications facility placed in the public right-of-way during the emergency shall be removed unless permitted without the emergency as a basis.

(g) Application review; decisions; time-frames; permit duration

(1) Notification of Completeness. Within 14 days after receiving an application, the city shall determine and notify the applicant by electronic mail to the email address provided in the application as to whether the application is complete. If an application is deemed incomplete, the city shall specifically identify the missing information. An application is deemed complete if the city does not provide notification to the applicant within 14 days.

(2) Application Review Period. The city shall approve or deny an application within 60 days after receipt of the complete application, or it is deemed approved in accordance with F.S. § 337.401. If the city does not use the 30-day negotiation period provided in subparagraph (e), the parties may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.

(3) Permit Duration. A right-of-way utilization permit issued pursuant to an approved application shall remain effect for 1 year unless extended by the city.

(4) Notification Procedure.

a. The city shall notify the applicant of approval or denial by electronic mail. The city shall approve a complete application unless it does not meet the applicable codes.

b. If the application is denied, the city will specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the city denies the application.

(5) Opportunity to Cure Deficiencies. The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after notice of the denial is sent to the applicant. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed. The city shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

(6) Consolidated Applications. An applicant may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility and micro wireless facility collocations for which incomplete information has been received or which are denied.

(7) Alternative Collocations.

a. If an applicant seeks to place a wireless facility upon a city utility pole or seeks to install a new utility pole, the city may, within 14 days after the date that a wireless facility application is filed, request that the proposed location of the wireless facility be



moved to another location in the right-of-way and placed on an alternative utility pole or support structure or may place a new utility pole, including for aesthetic or public safety reasons, or a location outside the right-of-way on city-owned structures or property in accordance with Section 40-85. The City may offer an alternative location in the right-of-way for a wireless facility for health, safety, general welfare, or aesthetic reasons, subject to the final approval of the City Commission.

b. The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the city of such nonagreement and the city shall grant or deny the original application within 90 days after the date the application was filed.

c. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location shall be in writing and provided by electronic mail.

(8) Administrative Review and Approval for wireless facilities on private property. Applications for wireless facilities on private property may be approved administratively pursuant to chapter 58-426.

(eh) Application requirements. Except as otherwise provided, a permit to construct or install wireless facilities or other communications facilities shall not be granted under this article except upon approval of the city commission after a public hearing. Each application for a permit to place or replace a wireless facility or other communications facility in the right-of-way shall include: As part of any permit application to place a new or replace an existing communication facility in public rights of way, the registrant shall provide the following:

(1) Plans submittal. The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of facilities that will be located in public rights of way;

a. For each proposed wireless facility location, submit plans prepared by, approved, and signed by a qualified professional engineer showing:

i. The location of each proposed communications facility;

ii. True-to-scale site plan depicting all physical improvements including property lines within a 20 foot radius;

iii. A graphical depiction of each proposed communications facility to be installed;

iv. The size of each proposed communications facility;

v. The specifications for each communications facility; and

vi. Existing utilities in the immediate vicinity.

b. Plans shall be in a hard copy format and an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.

c. If the actual installation deviates or will deviate from the submitted plans due to unforeseen conditions or any other reason, the registrant shall promptly provide revised plans.

(2) A description of the manner in which the communications facility will be installed (i.e. anticipated construction methods or techniques);

(3) A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility;

(4) A maintenance of traffic plan for any disruption of the public rights-of-way;

(45) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);

(56) If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;

(67) The timetable for construction of the project or each phase thereof, and the areas of the city which will be affected;

(8) *Photographs and Graphic or Simulated Renderings.*

a. Photographs from four equally separated directions (north, south, east, and west) clearly showing the nature and location of the site where each wireless or other communications facility is proposed to be located;

b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless or other communications facility; and

c. True-to-scale graphic depictions or simulated renderings accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties from 4 equally separated directions (north, south, east, and west).

(9) Letter(s) of no conflict provided by other utilities having facilities located in the area or areas that the wireless infrastructure provider desires to place conduits, antennas and/or any other facilities or to begin construction;

(10) A \$150.00 collocation fee per wireless facility and all applicable permit fees, including a right-of-way utilization permit fee and building permit and plan review fees per wireless facility; and

~~(7)~~11) Such additional information as the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

~~(d)~~i) Factors considered in granting permit. In addition to any applicable requirements or standards imposed by this code of ordinances, the city commission shall consider the following factors in determining whether to issue a permit to a registrant to place or maintain a communications facility within the public rights-of-way:

(1) Height and dimensions of the proposed communications facility;

(2) Proximity of the communications facility to residential structures and residential district boundaries;

(3) Nature of uses on adjacent and nearby properties;

(4) Surrounding topography;

(5) Surrounding tree coverage and foliage;

(6) Compliance with the Objective Design Standards set forth herein at subparagraph (g)(4) Design of the communications facility, with particular reference to design characteristics that ~~have the effect of concealing, reducing, or eliminating~~ visual obtrusiveness;

(7) Proposed ingress and egress (where applicable);

(8) Availability of suitable existing structures or alternative technologies not requiring the installation of the communications facility as proposed;

(9) The location context must be reasonable. Proximity to other structures within the rights-of-way cannot create a hazardous or safety condition or a cluttered appearance;

(10) Proximity to and/or interference with other private or public uses within or outside the rights-of-way, including, but not limited to, utilities, easements, traffic control devices, and other uses; ~~and~~

(11) Suitability of the right-of-way or the proposed section of the right-of-way for the proposed communications facility with reference to safety, engineering, and/or aesthetic concerns.

(12) Whether the proposed communications facility is prohibited by Section 40-86(a);

(13) Clearances by height and width with respect to accessibility requirements in the most current edition of Florida Building Code and regulations interpreting the Americans with Disabilities Act; and

(14) Any other requirements set forth in this chapter.

(e) *Non-interference; encouraged technology; additional regulations.* All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and ~~should~~ shall be employed wherever feasible. The city manager may promulgate additional reasonable rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way consistent with this article and other applicable law.

(f) Requirements for Wireless and communications facilities. ~~A wireless and communications facility~~ ies may not be placed in the public rights-of-way unless it meets the following requirements:

(1) The aesthetic requirements and provisions under section 58-424 of this Code of Ordinances governing antennas and towers shall apply to ~~antennas and~~ wireless and communications facilities located within the right-of-way, ~~and other types of communications facilities, where applicable.~~

(2) Wireless and communications facilities must be concealed and utilize stealth design, as defined by section 40-83 of this article. Such stealth design and concealment shall eliminate the need to locate any ground or elevated equipment (~~other than antennas~~) on the exterior of a pole, tower, or other structure. The city commission by resolution may adopt standards for the types or style of concealment and stealth design that are required within the city or parts thereof in order to preserve and promote the unique aesthetic character of the city.

~~(3) Each application for a permit to place a wireless communications facility in the right-of-way shall include:~~

~~a. Photographs clearly showing the nature and location of the site where each wireless communications facility is proposed to be located;~~



~~b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless communications facility; and~~

~~c. A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility and shall include graphic depictions accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties.~~

~~(4)(3)~~ Any application or proposal to locate equipment at ground level on or adjacent to a pole or tower and any application or proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a tower or pole that asserts that such cannot be accomplished by undergrounding such, and if not undergrounded then in accordance with the concealment and stealth design requirements of this article, may request an exemption to such requirements, and such application or proposal shall include Florida professional engineering certified documentation demonstrating to the satisfaction of the city engineer that the proposed equipment cannot employ stealth design and cannot be concealed as required by this article, and that the proposed equipment, and location and configuration of such, constitute the minimum equipment necessary and are the least obtrusive as is possible to achieve needed function. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location. Where a registrant demonstrates that undergrounding and stealth design and concealment cannot be employed under this subsection and the city agrees with such demonstration, the individual approved exterior equipment boxes or containment devices shall not exceed 12 cubic feet in volume and the configuration and dimensions of such shall be the least visually obtrusive as possible. The use of foliage and vegetation or other concealment method around any approved equipment may be required by the city based on conditions of the specific area where the equipment is to be located.

(4) Insofar as wireless facilities are constructed underground, the wireless infrastructure provider shall become a member of, and maintain membership in Florida utility notification one call system. Wireless facilities shall have five-foot horizontal clearance from other underground utilities and their appurtenances. (5) Objective design standards. Wireless facilities shall meet the following reasonable location, context, color, stealth, and concealment requirements. Design standards may be waived by city if the city determines that the design standards are not reasonably compatible for the particular location of a wireless facility or that the design standards impose excessive expense in relation to the aesthetic concerns of the City. The waiver shall be granted or denied within 45 days after the date of the request.

a. Any above-ground wireless facilities shall meet stealth design requirements.

b. Wireless facilities may increase the height of a metal street light pole only if the antenna is top-mounted and not wider than the pole or if the antenna is hidden in a cylinder that appears like an original part of the pole. A cellular antenna shall not extend

more than ten (10) feet above the utility pole or structure upon which the wireless facility is to be collocated, and shall be shorter if the height of the utility pole requires a shorter antenna height so that the structure as a whole is proportionate.

c. A new utility pole that replaces an existing utility pole shall be of substantially similar design, material, and color as the existing utility pole unless the existing pole is made of wood, which is no longer permitted.

d. The antennas and related equipment shall be in a color that will provide the most camouflage, as determined by the Building Official. Ground based wireless facilities shall be painted forest green, unless determined otherwise by the Building Official. When on a black pole, wireless facilities shall be painted black, unless determined otherwise by the Building Official.

e. Antennas must be hidden within the utility pole or appear like an original part of the utility pole.

f. All wireless facilities and related equipment, other than antennas, shall be placed underground in order, without limitation, to avoid impeding pedestrian travel, to avoid providing a target for graffiti or a mounting place for unauthorized signs, to minimize danger to the public, and to preserve and enhance the aesthetic qualities of the City.

g. Wires serving the wireless facilities must be concealed within or flush mounted to the pole on which the facilities are collocated and insulated in accordance with applicable codes.

h. The photographs attached as exhibits to this chapter provide conceptual examples of acceptable, acceptable with modifications, and prohibited wireless facilities. Because of rapid advances in stealth wireless technology and techniques, the City Commission is authorized to identify by resolution other forms of acceptable wire facilities that are consistent and compatible with the aesthetic, safety, and other standards set forth in this chapter as well as prohibited wireless facilities.

(5)i. Antennas placed upon structures within the rights-of-way must meet the following additional requirements if stealth design, concealment, and this article's requirements regarding such cannot be met:

a.(i) Top mounted antennas and their enclosures must not extend the diameter of the supporting structure at the level of antenna attachment; and

b.(ii) Side-mounted antennas and their enclosures must ~~not extend more than one foot beyond the exterior dimensions of~~ be flush-mounted to the supporting

structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than 12 feet above ground level.

j. Street light fixtures with stealth wireless facilities.

(i) On street lights, luminaires and bases should be roughly equal in size and volume for a balanced appearance.

(ii) The decorative base of a street light should be between 10-25% of the pole height.

(iii) The length of arms extending from the base should be between 20-25% of pole height;

(iv) Arms should extend from the pole at a location within 20% of pole height from the top of the pole.

(v) Street light fixtures must meet AASHTO structural guidelines for roadway application and ANSI requirements for vibrations.

(vi) Pole height shall be measured from the ground to the top of the utility pole, which measurement shall include any antennas built into or appended to the utility pole.~~(40)~~k. \_\_\_\_\_New or replacement poles that support wireless or communications facilities shall match the style, design, and color of the utility poles in the surrounding area.

~~(9)~~l. The size and height of new wireless or communications facilities in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the city other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the height of the utility pole shall be limited to 50 feet, unless the city determines that a lower height is warranted given the location context for compatibility with existing or planned development within the vicinity of the proposed location or other provision of this article warrants such; provided however, that registrants proposing wireless or communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to six feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless or communications facility shall not exceed 40 feet or exceed the existing height of other utility or light poles located in the same portion of the right-of-way, whichever height is greaterless.

(6) Wireless and communications facilities shall be located at least ten feet from a driveway, at least ten feet from the edge of existing trees 12 inches or greater in diameter, at least 25 feet from a traffic signal pole unless mounted upon such traffic signal pole, and at least 15

feet from any pedestrian ramp and 8 feet from the street curb. The city may require greater setbacks from these and other fixtures in the right-of-way to ensure proper sight lines for public safety purposes and in other cases as deemed necessary to advance the purposes of this article.

(7) If the right-of-way is within or abuts a residential zoning district, wireless communication facilities must be located where the shared property line between two residential parcels intersects the right-of-way, ~~where feasible~~whenever possible unless an unsafe condition, cluttered appearance, or other violation of this article would result.

(8) If the right-of-way is within or abuts a nonresidential district, wireless ~~communications~~ facilities must be located between tenant spaces or adjoining properties where their shared property lines intersect the right-of-way, ~~where feasible~~whenever possible, unless an unsafe condition, cluttered appearance, or other violation of this article would result.

~~(9) The size and height of new wireless communications facilities in the rights of way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right of way within the city; provided however, that registrants proposing wireless communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to six feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless communications facility shall not exceed 40 feet or exceed the existing height of other utility or light poles located in the same portion of the right of way, whichever height is greater.~~

~~(10) ——— New or replacement poles that support wireless communications facilities shall match the style, design, and color of the poles in the surrounding area.~~

~~(11)~~(9) The city, in consultation with the city engineer where appropriate, may waive ~~or reduce the requirements of this subsection where doing so serves the intent or purposes of this article.~~ any requirement under this section if the city determines that such requirement is not reasonably compatible for the particular location of a small wireless facility or that such requirement imposes an excessive expense, or where the waiver serves the intent or purposes of this article. The waiver shall be granted or denied within 45 days after the date of the request.

~~(g)~~ *New structures; availability of alternatives.* No new utility pole, pole-type structure, or other freestanding structure shall be allowed in the rights-of-way unless the applicant demonstrates and staff and ~~to the reasonable satisfaction of~~ the city commission determines that no existing structure or alternative technology that does not require the placement of a new structure in a right-of-way can accommodate the applicant's proposed antenna or other communications facility. Such a demonstration by the applicant shall not give rise to a right to locate the proposed facility within the rights-of-way or in any way guarantee city approval of such. An applicant shall submit information requested by the city commission related to the



availability of suitable existing structures or alternative technology. Evidence submitted to demonstrate that no existing structure or alternative technology can accommodate the applicant's proposed communications facility may consist of, but is not limited to, the following factors to be considered by the city commission:

- (1) No existing structures are located within the geographic area which would meet applicant's engineering requirements.
  - (2) Existing structures are not of sufficient height to meet applicant's engineering requirements, which should be demonstrated by, at minimum, propagation and coverage maps.
  - (3) Existing structures do not have sufficient structural strength to support applicant's proposed antenna or other communications facility and related equipment.
  - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.
  - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing structure for sharing are unreasonable.
  - (6) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable.
  - (7) The applicant demonstrates that an alternative technology that does not require the use of new structures, such as cable microcell network using multiple low-powered transmitters/receivers attached to wireline system, is unsuitable. Costs of alternative technology that exceed new structure or antenna development shall not be presumed to render the technology unsuitable.
- ~~(h)~~ *Waivers and exemptions.* The city commission may waive or reduce the burden of any requirement of this section where doing so serves the intent or purposes of this article. ~~City-owned structures and facilities are exempt from the requirements of this section, except that this section shall govern the placement or maintenance of a privately owned communications facility upon a city-owned structure.~~
- ~~(i)~~ *Limitations; no property right.* A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- ~~(j)~~ *Construction; maintenance; safety; inspection; and restoration.*

(1) A registrant shall maintain its communication facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

(2) All safety practices required by applicable law or accepted industry practices and standards shall be used during the construction, installation, placement or maintenance of communications facilities.

(3) After the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.

(4) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.

(5) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. The person constructing, installing, and maintaining wireless facilities must be a licensed electrician, certified to work as a lineworker, or successfully complete an accredited lineworker apprenticeship program.

(6) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any utilities facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city.

(7) The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.

(kp) *Modifications; antenna co-locations; removal and relocation.*

(1) An application to modify a tower or base station that does not involve substantial change to the physical dimensions of such tower or base station, as provided in subsection 58-426(b)(1)a. of this Code of Ordinances, shall be governed by such subsection 58-426(b)(1)a. An application to co-locate an additional antenna(s) upon a tower or other structure involving minimal changes in physical dimensions, all as described in subsection 58-426(b)(1)b. of this City Code, shall be governed by such subsection 58-426(b)(1)b. An application to modify any communications facility or co-locate an antenna upon any structure within the rights-of-

way not falling within subsection 58-426(b)(1)a. or 58-426(b)(1)b. shall be treated as an application for a new communications facility under this article, as appropriate. This subsection (k)(1) shall not govern applications to modify or co-locate antennas upon any structure or facility owned by the city.

(2) The grant of a permit under this article shall not limit the authority and discretion of the city to regulate and control the public rights-of-way, and the city may at any time require the removal or relocation of a communications facility within the rights-of-way in the interests of the public welfare, health, or safety, or aesthetics. The wireless facilities provider must remove its wireless facilities within 30 days notice that the City will remove a utility pole, including to replace a cobra streetlight with a decorative street light fixture.

(3) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of F.S. §§ 337.403 and 337.404, as they may be amended, in addition to any other applicable city regulations or provisions of law. Unless otherwise provided by law, this City Code, or agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

~~(l) *Plans required.* A permit application to place a new or replace an existing communication facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights of way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.~~

~~(mq)~~ *Coordination of work; work schedule.* Upon request of the city, and as notified by the city of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.

~~(n) *Completeness review; time limitation.* The city shall grant or deny a properly completed application for communications facilities in the public right-of-way within 90 days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the city. The city shall notify the applicant within 20 days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the city shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the city shall notify the applicant, in writing, no later~~

~~than 20 days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the city may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.~~

(~~er~~) *No warranties; vacation of rights-of-way.* The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-way, city-owned structures, and city-owned real property for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this article shall affect the city's authority to add to, vacate or abandon public rights-of-way, or add vehicular travel lanes, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(~~ps~~) *Alteration of rights-of-way; other work and facilities in rights-of-way.*

(1) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

(2) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its wireless or other communications facilities to permit the work authorized by the permit. The expense of temporarily raising or lowering facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.

(3) Replacement and maintenance of wireless facilities. The city shall not require approval or require fees or other charges for:

a. Routine maintenance;

b. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

c. a communications service provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.



Notwithstanding this paragraph, a right-of-way permit shall be required for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

(4) The City may charge a pole connection fee for connecting to a city utility pole in a reasonable amount to be determined by Winter Park Utilities.

(qt) Additional authority; permit conditions. To the extent not otherwise prohibited by state or federal law and this chapter, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or parts of the public rights-of-way. The city may impose reasonable conditions upon the grant of a permit, in addition to the specific requirements of this code, as deemed appropriate to advance the intent or purposes of this article.

(u) The approval of the installation, placement, maintenance, or operation of a small wireless facility or other wireless facility pursuant to this article does not authorize the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.

(v) Make-Ready for Collocation.

(1) For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the applicant seeking to collocate a small wireless facility shall provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city shall not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the city.

(2) The city shall not require more make-ready work than is required to meet applicable codes or industry standards.

(3) Fees for make-ready work shall not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, shall not exceed actual costs or the amount charged to communications service providers other than wireless services providers for similar work and shall not include any consultant fee or expense.

(4) Fees for make-ready work must be paid to the City, even if they exceed the applicant's estimate, before the wireless facilities may be operational.

(Ord. No. 2424-01, § 6, 6-26-01; Ord. No. 3075-17, § 4, 4-24-17)

Sec. 40-87. - Suspension of permits.

The city may suspend a permit for work in the public rights-of-way for one or more of the following reasons subject to section 40-88 below:

- (1) Violation of permit conditions, including conditions set forth in the permit, this article or other applicable city ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way;
- (2) Misrepresentation or fraud by registrant in a registration or permit application to the city;
- (3) Failure to properly renew or ineffectiveness of registration; or
- (4) Failure to relocate or remove facilities as may be lawfully required by the city.

The city shall provide notice and an opportunity to cure any violation of subsections (1) through (4) above, each of which shall be reasonable under the circumstances.

(Ord. No. 2424-01, § 7, 6-26-01)

Sec. 40-88. - Appeals.

~~Final, written decisions under this article by the city manager or his or her designee, or the applicable city board, are subject to appeal. An appeal must be filed with the city manager within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The city commission shall hear or appoint a hearing officer to consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted. There shall be no right to an appeal from any decision of the city commission under this article, or any decision of a hearing officer appointed by the city commission to hear an appeal under this section, except as may be provided by law. Any decision by a City official may be appealed to the City Commission. Any decision by the City Commission is subject to review as provided by law.~~

(Ord. No. 2424-01, § 8, 6-26-01; Ord. No. 3075-17 , § 5, 4-24-17)

Sec. 40-89. - Involuntary termination of registration.

- (a) The city may terminate a registration if:
  - (1) A federal or state authority suspends, denies, or revokes a registrant's certification or license to provide communications services;
  - (2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary or unreasonable danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(3) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 40-96.

(b) Prior to termination, the registrant shall be notified by the city with a written notice setting forth all matters pertinent to the proposed termination action, including which of subsections (1) through (3) above is applicable as the reason therefore, and describing the proposed action of the city with respect thereto. The registrant shall have 60 days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the city, to accomplish the same. If the plan is rejected, the city shall provide written notice of such rejection to the registrant and shall make a recommendation to the city regarding a decision as to termination of registration. A decision by a city to terminate a registration may only be accomplished by an action of the ~~city commission~~ building official and may be appealed to the city commission. A registrant shall be notified by written notice of any decision by the city commission to terminate its registration. Such written notice shall be sent within seven days after the decision.

(c) In the event of termination, the former registrant shall: (a) notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or (b) provide the city with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection, which determination of non-compliance is subject to appeal as provided in section 40-88, the city may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities where another person has not assumed the ownership or physical control of the facilities or requiring the registrant within 90 days of the termination, or such longer period as may be agreed to by the registrant, to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to its original condition before the removal.

(d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the city.

(e) In the event of termination of a registration, this section does not authorize the city to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the facilities holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and is Registered with the city, if required.

(Ord. No. 2424-01, § 9, 6-26-01)

Sec. 40-90. - Existing facilities.

A communications services provider with an existing communications facility in the public rights-of-way of the city has 60 days from the effective date of the ordinance from which this

article derives (June 26, 2001), to comply with the terms of this article, including, but not limited to, registration, or be in violation thereof.

(Ord. No. 2424-01, § 10, 6-26-01)

Sec. 40-91. - Insurance.

(a) A registrant shall provide, pay for and maintain satisfactory to the city an acceptable policy or policies of liability insurance, including comprehensive general liability insurance, products/completed operations liability, personal injury liability, owners and contractors protective liability, broad form property damage, contractual liability, automobile liability (owned, non-owned and hired automobiles), workers' compensation and employee liability.

(b) Policies of liability insurance shall be in the minimum single limit amount of \$5,000,000.00 per occurrence.

(c) The insurance policy or policies shall contain contractual liability insurance naming the city as an insured, and shall also insure against the types of liabilities covered by the indemnification and hold harmless provisions of section 40-92.

(d) All insurance shall be from responsible companies duly authorized to do business in the state and having a rating reasonably acceptable to the city.

(e) All liability policies shall provide that the city is an additional insured as to the activities under this article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually.

(f) Thirty days' advance written notice by registered, certified or regular mail ~~or facsimile~~ as determined by the city must be given to the city of any cancellation, intent not to renew or reduction in the policy coverages.

(g) The insurance requirements may be satisfied by evidence of self-insurance with sufficient financial strength and reserves or other types of insurance acceptable to the city.

(Ord. No. 2424-01, § 11, 6-26-01)

Sec. 40-92. - Indemnification.

(a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its ~~communications system~~ or wireless facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article, provided, however, that a registrant's



obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the city. This provision includes, but is not limited to, the city's reasonable attorneys' fees and costs incurred in defending against any such claim, suit or proceedings. The city agrees to notify the registrant, in writing, within a reasonable time of the city receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:

(1) As denying to either party any remedy or defense available to such party under the laws of the state; or

(2) As a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28, as it may be amended.

(b) The indemnification requirements shall survive and be in effect after the termination, suspension or cancellation of a registration.

(Ord. No. 2424-01, § 12, 6-26-01)

Sec. 40-93. - Construction bond.

(a) Prior to issuing a permit ~~where the work under the permit will require restoration of public rights-of-way~~, the city may require a construction bond to secure the restoration of the public rights-of-way and removal of abandoned equipment or equipment not removed after termination of registration or non-renewal of the annual permit. Notwithstanding the foregoing, a construction bond hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in section 40-94. Twelve months after the completion of the restoration in public rights-of-way in accordance with the bond and removal of wireless facilities, the registrant may eliminate the bond. However, the city may subsequently require a new bond for any subsequent work in the public rights-of-way.

(b) The construction bond shall be issued by a surety having a rating reasonably acceptable to the city; shall be subject to the approval of the city manager; and shall provide that: "For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(c) The rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this article, or at law or equity.

(d) The rights reserved to the city under this section are in addition to all other rights of the city, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the city may have.

(Ord. No. 2424-01, § 13, 6-26-01)

Sec. 40-94. - Security fund.

At or prior to the time a registrant receives its first permit to place or maintain a communication facility in public rights-of-way after the effective date of the ordinance from which this article derives (June 26, 2001), the registrant may be required to file with the city, for city approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of \$25,000.00 or other appropriate amount having as a surety a company qualified to do business in the state, and acceptable to the city manager, which shall be referred to as the "security fund." The security fund shall be maintained from such time through the earlier of: (i) transfer, sale or assignment to another registrant who shall comply with this provision or removal of all communications facilities in public rights-of-way; or (ii) twelve months after the termination or cancellation of any registration. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The security fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to section 40-95, there shall be recoverable, jointly and severally from the principal and surety of the security fund, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. Notwithstanding the foregoing, the city may in its sound discretion not require a security fund or may accept a corporate guarantee of the registrant's or its parent company, if it has sufficient financial strength and reserves, in lieu of the security fund.

(Ord. No. 2424-01, § 14, 6-26-01)

Sec. 40-95. - Enforcement remedies.

(a) A registrant's failure to comply with provisions of this article shall constitute a violation of this article and shall subject the registrant to the code enforcement provisions and procedures as provided in the applicable code of the city.

(b) In addition, violation of this article may be punishable as provided in F.S. § 162.22, as it may be amended.

(c) Before imposing a fine pursuant to this section, the city manager or the city manager's designee shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the

registrant shall have 30 days to either: (a) cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal with the city to contest the alleged violation. Section 40-88 shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

(d) In determining which remedy is appropriate, the city shall take into consideration the nature of the violation, the person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest. In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this article in default and apply any remedy as authorized by this article or other applicable laws, ordinances, regulations or city codes. The city manager or a designee shall be responsible for administration and enforcement of this article, and is authorized to give any notice required by law. Failure of the city to enforce any requirements of this article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(Ord. No. 2424-01, § 15, 6-26-01)

Sec. 40-96. - Abandonment.

(a) Upon abandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the city within 90 days.

(b) The city may direct the registrant by written notice to remove all or any portion of such abandoned communications facility at the registrant's sole expense if the city determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such facility: (a) compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way; (b) prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; ~~or~~ (c) creates a maintenance condition that is disruptive to the public rights-of-way's use; or (d) removal of the communications facility would improve or enhance the city's aesthetics. In the event of (b), the city may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(c) In the event that the city does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the city, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the city or another person at such third party's cost.

(d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the city within a reasonable time period as may be required by the city under the circumstances, the city may perform such removal and charge the cost of the removal against the registrant or any successor in interest to the registrant.

(Ord. No. 2424-01, § 16, 6-26-01)

Sec. 40-97. - Force majeure.

(a) In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.

(b) Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.

(Ord. No. 2424-01, § 17, 6-26-01)

Sec. 40-98. - Reservation of rights and remedies.

(a) The city reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.

(b) This article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of the ordinance from which this article derives (June 26, 2001) and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of the ordinance, to the full extent permitted by state and federal law.

(c) The adoption of this article is not intended to affect any rights or defenses of the city or a communications service provider under any existing franchise, license or other agreements with a communications services provider.

(d) Nothing in this article shall affect the remedies the city or the registrant has available under applicable law.

(e) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.



(Ord. No. 2424-01, § 18, 6-26-01)

Sec. 40-99. - Pass-through provider fees and charges.

(a) Pass-through providers shall pay to the city on an annual basis an amount equal to \$500.00 per linear mile or portion thereof of communications facilities placed and/or maintained in the city's rights-of-way. For purposes of this section, the city's rights-of-way do not include rights-of-way that extend in or through the city but are state, county or another authority's roads or rights-of-way.

(b) The amounts charged pursuant to this section shall be based on the linear miles of rights-of-way where a wireless communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(c) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits taxes imposed by the city pursuant to F.S. ch. 202.

(d) Fees for Non-Collocated Communications Facilities.

(1) Fees for non-collocated communications facilities may be charged to any person not a dealer of communications services as defined by Florida Statutes § 202.11.

(2) Annual payments shall be due and payable on April 1 of each year. Fees not paid within ten days after the due date shall bear interest at the rate of one percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one percent per month until the date payment is made.

(e) Collocation Fees.

(1) The wireless infrastructure provider shall remit a \$150.00 collocation fee per wireless facility to the City with the application to pay for the first year's fee for collocating small wireless facilities on a city utility pole.

(2) The wireless infrastructure provider shall remit a \$150.00 collocation fee per wireless facility to the City within thirty (30) days of the anniversary of the approval of the collocation. Failure to timely pay the Collocation Fee shall result in the immediate forfeiture

of all rights to collocate on the city utility pole and any wireless equipment collocated on the utility pole shall be removed within thirty (30) days.

(f) Fees for City Connections. The City reserves the right to assess pole connection fees or other fees for the use of city employees and contractors as well as fees for access to any fiber network the city may construct.

(g) Permit Fees. The wireless infrastructure provider shall remit with its application all appropriate fees, including a right-of-way utilization permit fee and building permit and plan review fees.

(eh) If the payments required by this section are not timely made within 90 days after by the due date, the city may withhold the issuance of any permits, including for other wireless facilities, to the registrant until the amount past due is paid in full.

(Ord. No. 3075-17, § 6, 4-24-17)

Sec. 40-100. - Notice of transfer, sale or assignment of assets in public rights-of-way.

If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 40-84 above, within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.

(Ord. No. 3075-17, § 7, 4-24-17)

**SECTION 3. Exhibits and City Commission Authority.** This ordinance incorporates Exhibits 1-11 attached hereto, which objectively illustrate, but are not exhaustive, of wireless facilities that may be acceptable, may be acceptable if modified, and wireless facilities which are prohibited in the city's rights-of-way. Because of rapid advances in stealth wireless technology and techniques, the City Commission is authorized to identify by resolution other forms of acceptable wireless facilities that are consistent and compatible with the aesthetic standards set forth in this chapter as well as prohibited wireless facilities.

**SECTION 4. Codification.** This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 6. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 7. Effective date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida, and shall apply to all existing and future applications for permits.

**FIRST READING:** \_\_\_\_\_, 2017

**SECOND READING:** \_\_\_\_\_, 2017

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION  
CITY OF WINTER PARK

\_\_\_\_\_  
Steve Leary, Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Cynthia Bonham, City Clerk

**EXHIBITS 1-11**





**Exhibit 1.** Simulated fluted pole to be manufactured by Nepsa with capacity for two internal, collocated wireless antennas. Decorative mast arm and down lighting luminaire by Sternberg Lighting, the manufacturer of the City’s decorative lights. This would be an acceptable design with an arm that matched the design of the City’s existing decorative lights; however, the pole’s location, mere inches from the curb, would violate the 8 foot clear space requirement from the curb or edge of pavement. The light pole design may also be acceptable on certain streets with double mast arms matching the design of the City’s existing decorative lights and down lighting luminaires by Sternberg mirroring one other.



**Exhibit 2.** The antenna is narrower than, and in scale with the pole. This may be an acceptable design for a cobra-style light fixture; however, the City is transitioning from cobra lights to decorative lights. The applicant would need to remove its wireless facility within 30 days upon notice that the city will replace the light pole and fixture.



**Exhibit 3.** An antenna incorporated into, and hidden in the pole of top mounted, pedestrian scaled light may be acceptable if painted black, featured an acorn luminaire, and otherwise substantially resembled the acorn light fixtures already existing in the City. The photo depicts a Philips pole with internal Ericsson antennas.



**Exhibit 4.** The antenna, by Valmont, is painted black to blend-in with the pole and is in scale with the pole base. The arm is within the top 15-20% of the pole height, appearing in balance. This may be an acceptable design if the pole otherwise resembled the city's decorative pole features.





**Exhibit 5.** The base is out-of-scale to the arms and luminaires. In addition, while symmetrical, the pole and antenna extend far above the luminaires, making the design appear vertically out of proportion. Arms and luminaries should be within the top 20% of the pole height. This design is prohibited; however, a similar design may be acceptable with appropriate modifications.



**Exhibit 6.** Wireless facilities over, or within 20 feet of energized wires are prohibited.



**Exhibit 7.** The antenna enclosure has a larger diameter than the pole, rendering it insufficiently cloaked. This design is prohibited.

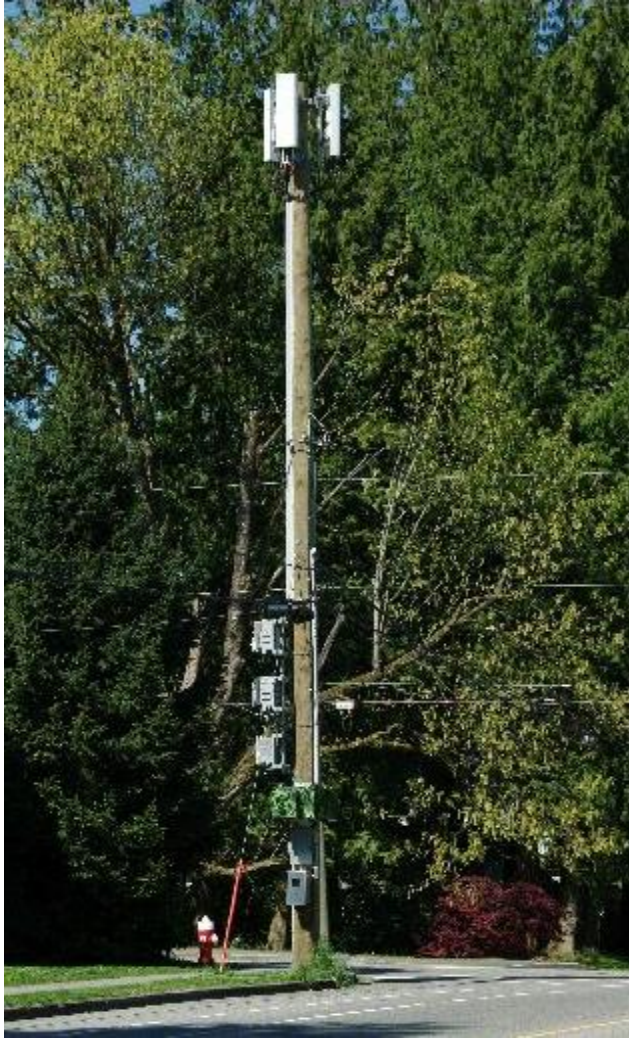


**Exhibit 8.** The antenna is wider than, and out-of-scale to the pole. This design is prohibited.



**Exhibit 9.** The antenna extends horizontally from the pole. This design is prohibited.





**Exhibit 10.** Wooden poles are prohibited. The City is transitioning away from wooden poles. In addition, the top-mounted antennas extend on arms away from the pole. This design is prohibited.



**Exhibit 11.** Antennas on arms are prohibited.



**Exhibit 12.** Flags which promote the city, city districts, museums, the public library, or other public destinations in the City would be an appropriate means of hiding equipment if the City waives below-ground installation.



**Exhibit 12.** The pole lacks a base in scale to the volume of the antenna, which is larger than the diameter of the pole and does not appear to be an original part of the pole. This design would be prohibited.



**Exhibit 13.** The base is out-of-scale to the size of the luminaire. In addition, the antenna is larger than the pole diameter and does not look like an original part of the pole. This design would be prohibited.





**Exhibit 14.** The location context for this small cell monopole is not reasonable because it creates a cluttered appearance. In addition, the antenna is larger than the diameter of the pole, lacks of pole base of comparable volume, and is vertically out-of-scale to the existing streetlights.

S:\AKA\CLIENTS\Winter Park\Wireless Communications W600-26071\Ordinance Amending Ch. 40 to Implement Wireless Deployment Act\Ordinance Amending Chapter 40 to Implement Wireless Deployment Act [FINAL DRAFT FOR FIRST READING].docx