



# city commission agenda

November 26,  
2018  
3:30 PM  
Commission  
Chambers

## mayor & commissioners

seat 1  
Gregory Seidel

seat 2  
Sarah Sprinkel

Mayor  
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 the 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. The 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

\*times are projected and  
subject to change

### 1. Meeting Called to Order

### 2. Invocation

Finance Director Wes Hamil

1 minute

**Pledge of Allegiance**

### 3. Approval of Agenda

### 4. Mayor's Report

### 5. City Manager's Report

#### a. City Manager's Report

5 minutes

## **6. City Attorney's Report**

## **7. Non-Action Items**

## **8. Citizen Comments | 5 p.m. or soon thereafter**

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)  
(Three (3) minutes are allowed for each speaker)

## **9. Consent Agenda**

- a. Approve the minutes of November 12, 2018.** 1 minute
- b. Approve the License Agreement for Use of the Parking Lot at 941 W. Morse Blvd. for Overflow and Valet Parking for the Canopy**

## **10. Action Items Requiring Discussion**

- a. Installation of Informational Buoys on the Winter Park Chain of Lakes** 10 minutes

## **11. Public Hearings**

- a. Ordinance - Refunding Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing refunding of the 2005A bonds (2)** 10 minutes
- b. Resolution - Refunding the Electric Refunding Revenue Bonds, Series 2009A and 2009B** 5 minutes
- c. Request of Benjamin Parters, LTD: (2)** 10 minutes
  - Ordinance - Amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1308 Loren Avenue. (2)
  - Ordinance - Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) district zoning to Orange County Planned Development (PD) district zoning on the property at 1308 Loren Avenue. (2)

- d. Request for an extension of the Conditional Use approval at 345 Carolina Avenue** 15 minutes
- e. Request of the City of Winter Park:** 10 minutes
- Ordinance - Amending Chapter 58 "Land Development Code" Article, I, "Comprehensive Plan" and the Future Land Use map as to change the Medium Density Residential Future Land Use designation to an Open Space and Recreation with Conservation Overlay Future Land Use designation on the 3.12 acres of property located at 2899 Temple Trail, on the east side of Temple Trail adjacent to Howell Creek, more particularly describe herein. (1)
  - Ordinance - Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map as to change Medium Density Multi-Family Residential (R-3) district zoning to Parks and Recreation (PR) district zoning on the 3.12 acres of property located at 2899 Temple Trail on the east side of Temple Trail adjacent to Howell Creek, more particularly described herein. (1)
- f. Request of the City of Winter Park:** 10 minutes
- Ordinance - Amending Chapter 58, "Land Development Code" Article III, "Zoning Regulations", Section 58-87 "Lakefront Lots, Canalfront Lots, Streamfront Lots, Wetlands, Boathouses and Docks" so as modify the requirements for boathouse and dock approvals by the Lakes and Waterways Board. (1)
- g. Request of the City of Winter Park:** 5 minutes
- Ordinance - Providing for the annexation of certain lands owned by the City of Winter Park generally described as approximately 8.85 +/- acres located north of Howell Branch Road and west of Temple Trail and having an Orange County Tax Parcel Identification Number 29-21-30-0000-00-002 into the municipal boundaries of the City of Winter Park; redefining the city boundaries to give the City of Winter Park jurisdiction of said property; providing for severability; providing for an effective date. (1)

## **12. City Commission Reports**

### Appeals and Assistance

---

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may

need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

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





# city commission **agenda item**

item type	Invocation	meeting date	11/26/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Finance Director Wes Hamil

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	City Manager's Report	meeting date	11/26/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

City Manager's Report

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

#### Description

City Manager's Report

#### Upload Date

11/20/2018

#### Type

Cover Memo



# city commission city manager's report

item type	meeting date
-----------	--------------

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	Material procurement completed by January 2019 and expected construction completed by August 2019.
Seminole County Ditch Drainage Improvement	Analysis for long term solution piping of the ditch is ongoing and requires cooperation with Seminole County to design and construct. Currently performing a topographic survey of the recently dredged ditch.
Electric undergrounding	<b><u>Miles of Undergrounding Update</u></b> Project G: 4 miles 55% complete S. Virginia Ave. near Lyman: .41 miles complete <b>TOTAL so far for FY 2019: .2 miles</b>
Fairbanks transmission	Harper Street is blocked off and work has begun on the Fairbanks Avenue project.
Power contracts	The Commission has approved of our new Power Contract with the FMPA which will replace the 10MW GRU contract through 2019. Beginning in 2020, the FMPA will deliver our partial requirements Power Supply through 2027. We will still have OUC providing around 15MW and Covanta supplying 10MW through 2024.
Denning Drive	Phase 3 from Morse to Canton is complete. Phase 4 (Canton to Webster) will start in January 2019. Power undergrounding and new decorative light installation continues.
Library Design	Architect team is currently working on design development following recent commission meeting approvals. Work continues on IT/AV, site permitting, details, costing, etc. City's owner's rep is reviewing DD's from architect team.
Consideration of additional parking at MLK, Jr. Park	Preliminary engineering is underway to determine feasibility and order of magnitude cost for adding 90 degree parking along Comstock Avenue adjacent to MLK, Jr. Park and is expected to be ready in the December meeting.

Bollard Pilot Program	Anticipating a January installation date. Timing reflects resource availability, holiday special events, traffic considerations, and communication to the public.
Mixed Use	Staff has held internal meetings to set a new path and timeline for the Orange Avenue Overlay. Staff continues to meet with stakeholders, property owners and citizens to ask for input on what the community hopes to accomplish with the project.

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	Consent Agenda	meeting date	11/26/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Approve the minutes of November 12, 2018.

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

#### Description

Minutes

#### Upload Date

11/14/2018

#### Type

Cover Memo

**REGULAR MEETING OF THE CITY COMMISSION  
NOVEMBER 12, 2018**

Mayor Steve Leary called the meeting of the Winter Park City Commission to order at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Building Director George Wiggins, followed by the Pledge of Allegiance.

Members present:

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

Also Present:

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

**Approval of agenda**

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

**Mayor's Report**

- a. Appointment of Bronce Stephenson to replace Jeff Briggs on the Winter Park Improvement Fund Board of Directors

**Motion made by Mayor Leary to approve the appointment; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

- b. Presentation – Winter Park Babe Ruth

Brian Crews, Vice President of Strategy and Fundraising for Winter Park Babe Ruth was present to celebrate the baseball and softball All-Star wins and both state and district championships. Several teams were present and congratulated for their great season as well as being recognized for their six championships.

**City Manager's Report**

City Manager Knight replied to questions of the Commission regarding political signage that will be put on a future agenda. Commissioner Cooper asked about hurricane lessons learned and the hardening where the key actions were going to be discussed. City Manager Knight commented they sent this to the Commission.

### **City Attorney's Report**

Attorney Ardaman updated the Commission on the buoy/markers issue where a draft plan will go before the Lakes and Waterways Board tomorrow. The plan will include informational markers for their approval in preparation of their recommendation of approval to the City Commission. He stated a conversation with the FWC will be this Friday where they want to take the L&W Board recommendation with them at that meeting. He hoped to bring the plan back at the next meeting for approval.

Commissioner Seidel questioned if there is a reason why they cannot exempt publicly owned local lakes from their law because this is within Winter Park and Tallahassee is telling the City how to deal with our lakes. Attorney Ardaman stated they can review the act. After comments, there was a consensus to investigate this after the buoy issue is resolved first.

### **Non-Action Items**

No items.

### **Consent Agenda**

- a. Approve the October 22, 2018 Commission minutes. **PULLED BY COMMISSIONER COOPER FOR DISCUSSION.**
- b. Approve the following purchases:
  1. Duval Ford, LLC - Purchase of eight 2019 Ford Interceptor sedans for the Police Department; \$215,290
  2. Duval Ford, LLC - Purchase of one 2019 Ford F150 for Water Treatment, three 2019 Ford F150's for the Police Department, and one 2019 Ford F550 for Wastewater Collection; \$224,921
  3. Environmental Products of Florida - Purchase of a 2019 Vactor HXX Hydro Excavator for W/WW Construction Services; \$420,950
  4. Altec Industries, Inc. - Purchase of a DB37 Hydraulic Derrick for the Electric Utility; \$143,687
- c. Approve the following contract:
  1. Florida Municipal Power Agency - ITN-12-2018 - Purchase of Wholesale Electric Power. **PULLED BY COMMISSIONER WELDON FOR DISCUSSION.**
- d. Approve closing City Hall on December 24, 2018 (Christmas Eve) and cancel the City Commission meeting.

**Motion made by Commissioner Sprinkel to approve Consent Agenda items b and d; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.** There were no public comments made.

Consent Agenda Item 'a' – Minutes:

Commissioner Cooper asked that the discussion regarding the parks master plan on page 4 where they also added connectivity of greenspaces be made part of the minutes. After discussion, it was agreed to discuss this at a work session and that the minutes do not need to be modified.

**Motion made by Commissioner Cooper to approve the minutes (as presented); seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.** There were no public comments made.

Consent Agenda item 'c':

Commissioner Weldon addressed reviewing the FMPA contract with the City Manager and the Electric Department and wanted to comment that the implications of the contract if approved will have meaningful changes that will impact the 2019-2020 budget. He asked that the City Manager present to them what this will look like assuming a constant demand and pricing. He stated this will bring both the Utilities Advisory Board and the Commission flexibility going forward after the end of this fiscal year. City Manager Knight will present this to the Commission at a later time.

**Motion made by Commissioner Weldon to approve Consent Agenda item 'c'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.** There were no public comments made.

**Action Items Requiring Discussion**

a. Set State Legislative priorities

City Manager Knight presented the priorities that staff and the state lobbyist discussed as follows: To support funding of public library construction grant program (project is ranked #16 so need at least 8M to cover through project 16); Broadband/fiber optics pilot project; Acquire excess CSX ROW from State including that within Central Park; Assist with widening of SR 426 between 17-92 and Pennsylvania Avenue; Acquisition of the post office property for expansion of Central Park; Expansion of sewer infrastructure to eliminate septic tanks; Expansion of reuse water system; Mead Garden natural habitat restoration; and Green energy generation (Solar, etc.). He asked before sending the list to state that the Commission approve the list and make any modifications they want to make.

Commissioner Cooper asked that the discussion take place regarding monies for hurricane hardening. This will be addressed at a later time. City Manager also commented that a Federal priority list will be produced. Commissioner Seidel asked if they wanted to add the buoy issue to the list. It was decided to ask the Lakes Board what they believe the City should take on as a responsibly as a City (local control) and that this can always be added to the list moving forward.



**Motion made by Commissioner Cooper to approve the list; seconded by Commissioner Weldon and carried unanimously with a 5-0 vote.** There were no public comments made.

- b. Approve completion of final design of rooftop venue and provide direction on expansion of southern parking lot

City Manager Knight addressed prior approval to include designing the infrastructure to support a rooftop venue but not to approve designing the entire facility. They are at the point where it will be difficult to build this as part of the original project if they do not get the rooftop designed. He commented that he feels strongly that they are moving in the right direction regarding funding and that the money will be there for the rooftop but is not a guarantee.

**Motion made by Commissioner Cooper to deny; seconded by Commissioner Seidel for discussion.**

**Motion made by Commissioner Sprinkel to approve; seconded by Mayor Leary.**

Commissioner Cooper expressed concerns with the lack of budget information provided to them at this time and did not think this was part of the bond referendum. She agreed it would be nice to have this but that there are things that were part of the referendum that they are not able to deliver at this point because of budget and that there are still questions relative to the borings, environmental assessment, chemical plume, etc. She commented that until there is a budget presented that shows line items set aside and how they will have the funds to do the other things she was not comfortable adding another \$300,000 for something with no budget supporting it.

Mayor Leary clarified that the referendum did not get into the specifics with what was approved. He stated that the plume has been addressed and is not a threat or issue and the boring has been addressed and is not an issue. She stated she still has questions regarding the additional borings, the results of environmental assessment and the budget. Mayor Leary expressed concerns with articles in the paper saying they are over budget when they are within the budget.

Commissioner Weldon commented about receiving information regarding the design element for providing the infrastructure to eventually build a rooftop venue and the estimate of hard costs. He suggested using the funds to add quality to the library and events center whether it is for the external façade or higher end finishes inside the building. He wanted to discuss at a CRA meeting the possibility of using CRA

funds and finance the economic development potential of this project without risk to the City.

After further comments, **Commissioner Seidel withdrew his second (because he stated he did not hear anything that made him feel we should not be doing the rooftop venue design).** He stated that he wants to see the concrete estimate come in and then begin the discussions. He stated he has always been in favor of moving forward with the design.

No public comments were made.

**Upon a roll call vote, Mayor Leary and Commissioners Seidel and Sprinkel voted yes. Commissioners Cooper and Weldon voted no. The motion carried with a 3-2 vote.**

c. Contract for sale of 2600 Lee Road property

City Manager Knight spoke about the contract and that the potential buyer wants to build a medical facility at that location and that they have not represented to the City that they will need variances.

Attorney Ardaman explained the contract in the packet is not signed by the buyer because they are out of town, an ordinance is necessary to sell the property and there is a lease (billboard) where the lessee has an option to buy. He suggested to change the closing date from November 28 to the second week of December and make sure the closing is contingent upon the Commission's adoption of the second reading of the ordinance to sell the property.

Discussion ensued regarding the billboard lease. Planning Manager Jeff Briggs explained the billboard is not on City property but is on the adjacent Florida Hospital property. He stated they have been working with Florida Hospital to remove the billboard and because the lease is out there we need to ask Clear Channel to waive their right to purchase the property.

Bobby Palta, CBRE, stated they have discussed the billboard and that the buyer would rather it not be there. City Manager Knight explained the billboard was with the previous owner and is now with the City but is in error because it is not totally on our property. Mr. Briggs clarified there is a lease on our City property because they believed the billboard was on City property and the City has to ask Clear Channel if they want to exercise the lease to purchase (the City is certain they will not exercise that option because it is on the adjacent property).

**Motion made by Commissioner Cooper to table this until November 26, seconded by Mayor Leary and carried unanimously with a 5-0 vote.**

The entire Commission was in agreement with the purchase price. Mayor Leary asked that staff and the attorney discuss this so at the next Commission meeting they are on the same page.

**Public Hearings:**

- a. ORDINANCE NO. 3125-18: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017 – 2018 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE Second Reading

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

- b. ORDINANCE NO. 3126-18: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-86 "OFF-STREET PARKING AND LOADING REGULATIONS" SO AS TO MODIFY THE RETAIL, OFFICE AND RESTAURANT PARKING REGULATIONS WITHIN THE CENTRAL BUSINESS DISTRICT, THE NEW AVENUE PORTION OF THE HANNIBAL SQUARE NEIGHBORHOOD COMMERCIAL DISTRICT AND THE ORANGE AVENUE CORRIDOR; PROVIDING FOR OFF-SITE PARKING OPTIONS; FEE-IN-LIEU OPTIONS AND PROVIDING FOR A SHARED USE METHODOLOGY, PROVIDING FOR VESTING, CONFLICTS, CODIFICATION, SEVERABILITY, 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.**

**Motion amended by Commissioner Cooper to go from 350' to 500' (go with a more gradual increase instead to 750'); seconded by Commissioner Seidel for discussion. After further discussion, Commissioner Seidel withdrew his second.**

Commissioner Cooper spoke about concerns with people saying that is too far for them to walk and going to 750' is excessive growth in entitlements and believed it to make more sense to do this in a more gradual fashion.

**Motion amended by Commissioner Cooper to exclude any properties designated within the Park Avenue Corridor as two story properties (keep current distance of 350'); seconded by Commissioner Seidel for discussion. 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.**

Discussion ensued regarding handicap parking spaces and the mandated location of these as related to businesses, new business parking regulations, and ADA rules. Planning Manager Briggs answered questions and reported that the fee-in-lieu portion was removed from the ordinance.

Betsy Eckbert, Chamber of Commerce, spoke in favor of the ordinance as presented.

Michael Perelman, 1010 Greentree Drive, opposed the 750' consideration because he believed it to be too far. He asked how valet parking fits into the calculations. Mr. Briggs explained valet is for the convenience of the customers and does not change the parking count required for the business and does mean they can have parking farther than that because of having valet parking.

Todd Weaver, 1051 Lake Bell Drive, spoke about the ADA standard for maximum distance for handicap parking of 200'. Mr. Briggs explained the 200' and when that is met as a requirement.

**Upon a roll call vote on the main motion to adopt the ordinance as presented, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

- c. Request for an extension of conditional use approval at 503 North Interlachen Avenue

Planning Manager Jeff Briggs explained the first approval was at the last meeting and because it involves a three-story building within the Central Business District, two public hearings are required.

No public comments were made.

**Motion made by Commissioner Sprinkel to approve the request, seconded by Commissioner Weldon. 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.**

d. Request of Benjamin Partners:

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO AN ORANGE COUNTY PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATION ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING TO ORANGE COUNTY PLANNED DEVELOPMENT (PD) DISTRICT ZONING ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read both ordinances by title. Planning Manager Jeff Briggs explained the developer of Ravaudage has been able to add one of the out parcels within the development to the project that still carries the Orange County zoning of R-2. He stated they want to add this property to Ravaudage so there is the need to change the future land use and zoning to Orange County PD because the City no longer has a PD. He stated it is not granting any entitlements for any more square feet or residential units because that has to be done through an amendment to the resolution to the development order. He explained they are not doing that but are adding it as a piece of property because of the prior discussion about the office building that is to be built on the northern portion of the site but that this property is in the middle of this project so this property needs to be incorporated if the office building is to be built.

Mr. Briggs addressed questions of the Commission. Commissioner Weldon noted that he spoke to the applicant about this.

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

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

Dan Bellows, representing Benjamin Partners, addressed his understanding that the P&Z Board voted to approve two additional units. He stated he believes he has additional entitlements that he is not addressing this evening. Mr. Briggs explained that at the P&Z Board meeting they pointed out that there would be no difference between the two units allowed on R-2 and the two units that this land area would grant them. He stated there are no entitlements from any additional property until the Commission votes to amend the development order and change the table. Mr.

Bellows disagreed and rebutted Mr. Briggs comments. Mr. Briggs explained that the other approvals had a two part sequence (first comp plan and zoning and then amended the resolution (development order) to add entitlements which will be done separately after the comprehensive plan and zoning are adopted.

There were no other public comments made.

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

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

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$26,000,000 ELECTRIC REFUNDING REVENUE BONDS, SERIES 2019 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING ELECTRIC REFUNDING REVENUE BONDS, SERIES 2009A AND SERIES 2009B; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY AND, IF DETERMINED TO BE IN THE BEST INTERESTS OF THE CITY, A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; AUTHORIZING THE REDEMPTION OF THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A WITH NET REVENUES OF THE ELECTRIC SYSTEM OF THE CITY SET ASIDE FOR CAPITAL PURPOSES; PROVIDING A DECLARATION OF INTENT TO REPLENISH SUCH REVENUES FROM PROCEEDS OF THE SERIES 2009 BONDS HELD IN THE SERIES 2009 BONDS RESERVE SUBACCOUNT FOR THE SERIES 2009 BONDS TO BE RELEASED ONCE THE SERIES 2009 BONDS ARE DEFEASED AND/OR REDEEMED WITH THE PROCEEDS OF THE SERIES 2019 BONDS; AUTHORIZING THE EXECUTION OF A FORWARD PURCHASE CONTRACT; AND PROVIDING AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title.

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

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

Jim Barnes, Bank First Building, spoke in support of using CRA funds to help support the new Library and Events Center enhancements.

Cynthia Wood, Winter Park Library, spoke in support of using CRA funds to help finance parking for the new library.

### **City Commission Reports:**

Commissioner Seidel – Addressed his attendance at the 'Next Golden Age of Winter Park' hosted by Rollins College and the Winter Park Voice. He spoke about the discussion concerning architectural review and asked if there was an interest that they begin discussions of what would be best for the City. After discussion, there was no support to pursue architectural control at this time.

He spoke about the need for people to be more honest and caring and to be good examples to everyone.

Commissioner Sprinkel – Spoke about the complaints of the sound system at Showalter. Assistant Parks Director Ron Moore explained what they have done there to better control the noise. Commissioner Sprinkel addressed the increase of weeds in the lakes.

Commissioner Cooper – Stated she has for years hoped they would pursue architectural excellence and if a board is not acceptable she wanted to see the conversation take place to see if there are any alternatives. She spoke about the increase in complaints about noise (airplanes, construction noise, Showalter intercom, etc.) and the need to protect quality of life and hoped our Sustainability Board would look at this.

Commissioner Cooper showed a picture of a construction site that had nice coverage to help block the site and asked if staff can review ways to improve the construction experience and help make the construction more agreeable with residents residing close by. Addressed her Coffee Talk where there was a lot of good input. She thanked Mayor Leary for his responsiveness to people with thanking them and treating them with great dignity and respect. She stated when people come to speak they are expecting responses to what they are saying and that the Commission does not always respond. She asked if our process can allow for staff to respond somehow to people. After discussion, the request to speak forms will be adjusted so the public understands the process better.

Commissioner Weldon – Stated his interest is in pursuing excellence in governance and that he loves Winter Park.

Mayor Leary – Thanked Vice Mayor Weldon for filling in for him at the Veteran's Day ceremony.

The meeting adjourned at 5:45 p.m.

ATTEST:

---

Mayor Steve Leary

---

City Clerk Cynthia S. Bonham, MMC





# city commission **agenda item**

item type	Consent Agenda	meeting date	11/26/2018
prepared by	City Manager	approved by	
board approval	final vote		
strategic objective	Investment in Public Assets and Infrastructure		

## **subject**

Approve the License Agreement for Use of the Parking Lot at 941 W. Morse Blvd. for Overflow and Valet Parking for the Canopy

## **motion / recommendation**

Approve the attached License Agreement for the use of the parking lot at 941 W. Morse Boulevard for overflow and valet parking for the Library and Events Center at the Canopy.

## **background**

The parking proposed for the new Library and Events Center exceeds code requirements but it is believed that for a few very large events or multiple events taking place at the Canopy and MLK Park there might be a need for overflow parking.

The attached license agreement provides for the use of the large parking lot across the street at the Heritage Park office building on Thursday, Friday and Saturday nights between 5:30 p.m. and 2:00 a.m. These are times when the office building parking lot is under utilized.

The agreement allows for either party to terminate the agreement with 60 days notice.

## **alternatives / other considerations**

Provide additional parking on-site with a parking structure.

## **fiscal impact**

The license agreement calls for a payment of \$100 per year.

### **ATTACHMENTS:**

Description

Parking license agreement

Upload Date

11/20/2018

Type

Cover Memo

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, ("Effective Date") by and between PROGRESS POINT, LLC, a Florida limited liability company (hereinafter referred to as "Owner"), and CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "Licensee").

### **RECITALS:**

**WHEREAS**, Owner owns fee simple title to that certain real property located at 941 W. Morse Blvd., Winter Park, Florida 32789, with Orange County Property ID# 01-22-29-3604-04-000 upon which exists the Owner's parking lot within the area graphically outlined on the attached Exhibit "A" (the "Premises"); and

**WHEREAS**, Owner and Licensee hereby enter into this Agreement for use of the Premises for public parking purposes for certain days and time periods, and according to the terms provided herein.

**NOW THEREFORE**, in consideration of the Recitals and the terms, conditions and provisions contained herein, \$100.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and hereby incorporated into this Agreement as material provisions hereof.

2. **Term and Rent.** The term of this Agreement is from year to year commencing on the Effective Date ("Term"), provided either party may terminate this Agreement by providing sixty (60) days written notice to the other party. Licensee shall pay Owner \$100.00 within thirty (30) days of the Effective Date and thereafter on the anniversary of the Effective Date, during the Term of this Agreement.

3. **Use.** During the Term, Licensee shall have the non-exclusive right of possession and use of the Premises for parking purposes on each Thursday, Friday and Saturday from 5:30 PM to 2:00 AM on each such day ("Time of Use"). Licensee's right of possession and use includes the right to allow and provide for parking by the general public on the Premises during the Time of Use. Subject to control by Licensee, Licensee and its employees, agents, officers, and members of the general public shall have the non-exclusive right to park vehicles on the Premises and the right of pedestrian and vehicle ingress and egress over the driveways, access points and drive aisles of the Premises, all during the Time of Use. Licensee may erect signage on the Premises related to public parking subject to approval by Owner.

4. **Maintenance.** Licensee shall remove any trash, debris, or other materials accumulated on the Premises as a result of Licensee's or the public's use of the Premises. In the event the Premises contains trash, debris, or other materials from Licensee's or the public's use of the Premises, Licensee shall reimburse Owner for any and all costs in connection with the

cleaning, removing or discarding of such matter on the Premises within thirty (30) days of Owner presenting Licensee with evidence that Owner has paid costs or incurred expenses in connection therewith.

5. **No Liability for Crimes.** Licensors makes no representations or warranties with respect to crime in the area, undertakes no duty to protect against criminal acts and shall not be liable for any injury, wrongful death or property damage arising from any criminal acts from any cause whatsoever, whether or not such injury, loss, or damage results from any fault, default, negligence, act or omission of Licensors or its agents, servants, employees, or any other person for whom Licensors is in law responsible. LICENSOR MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LICENSOR WILL PROVIDE SECURITY SERVICES OR, IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED. Licensors may, from time to time, employ security personnel and equipment, however, such personnel and equipment are only for the protection of Licensors's property. Licensors reserves the right, in its sole and absolute discretion, to start, alter or terminate any such security services without notice. Licensee is urged to provide security for its invitees, its own personnel, and property as it deems necessary. Licensee is urged to obtain insurance and take all other appropriate action to protect against criminal acts.

6. **Release and Indemnification.** Licensee, on its behalf and on behalf of its employees, contractors, agents, and invitees, does hereby release Licensors and Licensors's members, managers, and employees from any and all liability, loss, action, claim or damages arising from or out of the use by Licensee or Licensee's employees, contractors, agents, and invitees of Lessor's property. Licensee hereby indemnifies and holds harmless, and agrees to defend, the Owner and the Owner's agents, officers, and employees from and against, and to compensate and reimburse Owner for, all claims, damages, liabilities, losses, expenses, and attorneys' fees arising out of or resulting from use by Licensee or the public of the Premises under this Agreement, except to the extent caused by any negligent or willful act or omission of Owner or Owner's agents, officers, or employees, and as limited by Paragraph 11 of this Agreement.

7. **Insurance.** Notwithstanding any provision to the contrary in this Agreement, Licensee hereby agrees to maintain comprehensive broad form general liability insurance on the Premises (the "Insurance Policy"). Licensee shall reimburse Owner for any and all reasonable costs in connection with any claim made by a third party against Owner resulting from an incident(s) that occurred during Licensee's use of the Premises. Licensee shall reimburse Owner within thirty (30) days of Owner presenting Licensee with evidence that Owner has paid a claim or incurred expenses in connection therewith. The Insurance Policy shall be no less than \$1,000,000.00 and shall cover any liability from property damage or personal injury arising from Licensee's use of the Premises. The Insurance Policy must be endorsed to name Owner as an additional insured and must be issued by one or more insurance companies authorized to transact business in the State of Florida. Licensee shall present to Owner, upon demand and within a reasonable period of time, a certificate of insurance evidencing the insurance coverage required by this paragraph. The amount of the Insurance Policy shall be increased as the parties may reasonably require from time to time to account for inflation, or generally increased insurance settlements, or jury verdicts, or court judgments. Licensors shall be entitled to recover up to the

full amounts of the policy limits afforded by such general liability insurance, the provisions of Paragraph 11 below and the benefits and immunities of sovereign immunity under the Constitution and statutes of the State of Florida afforded to Licensee notwithstanding.

8. **Default.** In the event of a material breach of any provision of this Agreement, the non-breaching party shall have the right to terminate the Agreement if the breaching party has not cured such breach within ten (10) days after the non-breaching party give notice to the breaching party of such breach. Additionally, and in the alternative, either party shall have the right to pursue any and all remedies available at law and in equity with respect to any breach of this Agreement.

9. **Binding on Successors and Assigns.** The terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns; provided, however, this Agreement shall not be assigned by Licensee without the prior written consent of the Owner. No other party is intended to be a third party beneficiary of this Agreement.

10. **Notices.** Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and addressed to the parties at the address shown in the introductory paragraph of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) one (1) day after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other party in the manner herein provided.

11. **Non-Waiver of Sovereign Immunity.** Licensee expressly retains all rights, benefits and immunities of sovereign immunity under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Except as set forth in the first sentence of Paragraph 6 above concerning Licensee's release, but otherwise notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the Licensee beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of the Licensee for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract; provided, however, this provision is not intended to waive or release the insurance coverage and protections afforded by the policies required in Paragraph 7. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. This Paragraph 11 shall survive the termination and expiration of this Agreement

12. **Time.** Time is of the essence of this Agreement. Neither party shall be required to perform any term, covenant or condition of this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the

control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

13. **Applicable Law.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The parties further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless the purpose of this Agreement is frustrated thereby.

14. **Mediation.** In the event of any dispute arising out of this Agreement, the parties shall endeavor to resolve such dispute through mediation, conducted by a mutually agreeable mediator. The fees of such mediator shall be split equally between the parties. Other than an action by a party seeking to enjoin the action of the other party, mediation of any dispute shall be a prerequisite to a party commencing litigation to resolve such dispute.

15. **Waiver of Jury Trial.** EACH OF THE PARTIES, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LICENSOR GRANTING THIS LICENSE.

16. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, including but not limited to appellate and bankruptcy proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including without limitation such fees and costs incurred in establishing the right to recover such fees and costs and the amount to be recovered.

**IN WITNESS WHEREOF**, the Landlord and Licensee have hereunto set their hands and seals the day and year above written.

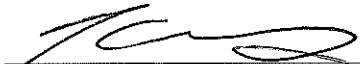
Signed, sealed and delivered in  
the presence of:


**OWNER:**

**PROGRESS POINT, LLC, a Florida  
limited liability company**

By:   
Mary L. Demetree, as Manager

Date: 11/19, 2018

  
Print name: T. Glenn Kindred

  
Print name: Matthew Stiefeld

**LICENSEE:**

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

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

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

By:\_\_\_\_\_  
Steve Leary, Mayor

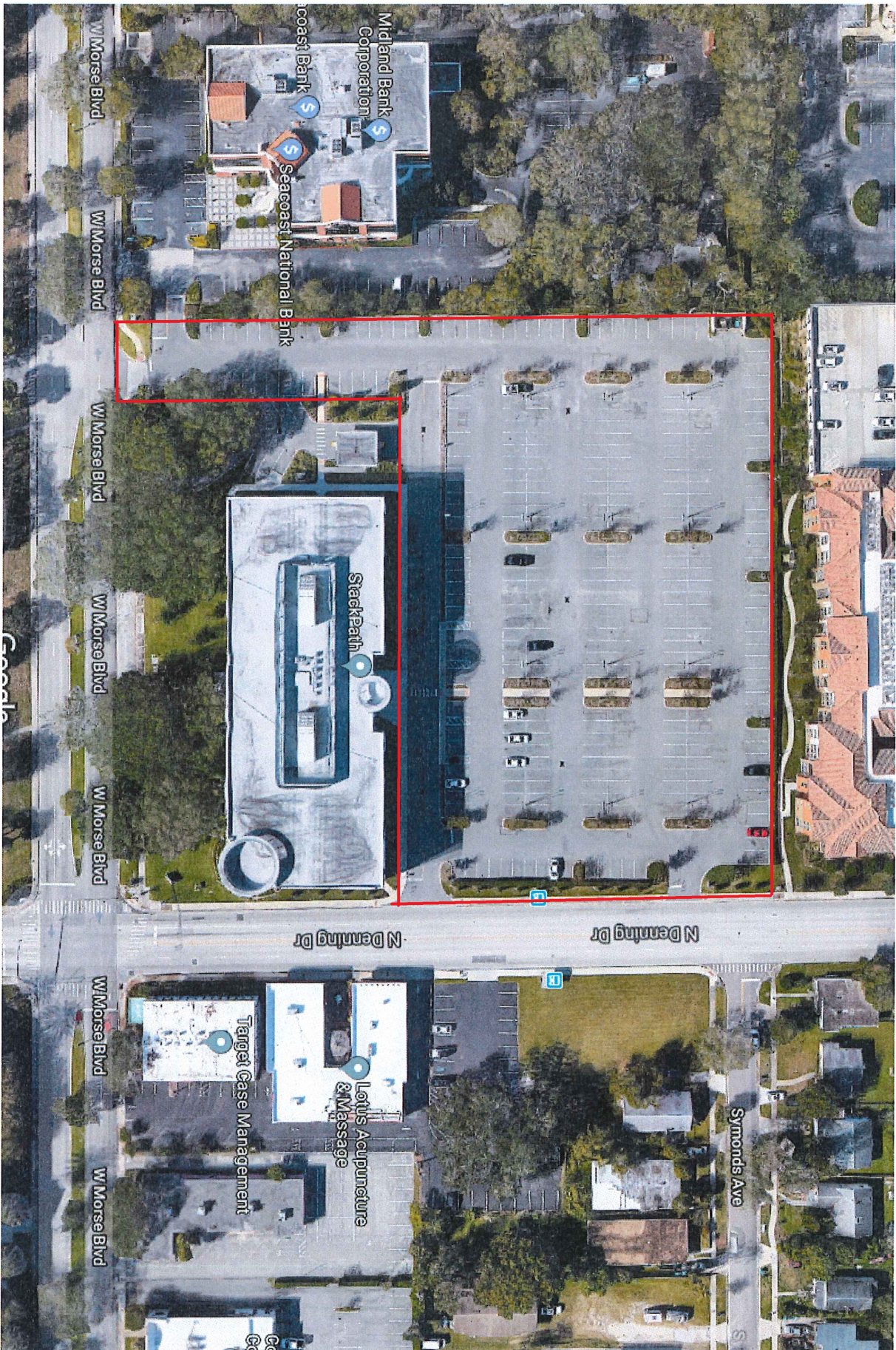
Date:\_\_\_\_\_, 2018

U:\AKA\CLIENTS\WINTER PARK\GENERAL W600-26000\HERITAGE PARK AGREEMENT\HERITAGE PARK LICENSE AGREEMENT RE PARKING REDLINE REV 11-15-18.DOCX



# Exhibit "A"

Google Maps







# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	11/26/2018
prepared by	Public Works	approved by	
board approval	final vote		
strategic objective	Public Health and Safety		

## **subject**

Installation of Informational Buoys on the Winter Park Chain of Lakes

## **motion / recommendation**

Approve installation of informational buoys as outlined in attached plan.

## **background**

For over 25 years, the city had installed and maintained buoys along the edge of the shoreline of major lakes designating them as "no wake zones" as a means to keep boats at a slow speed within 100' of the shoreline. In 2009, the State passed regulations which prohibited the city's ability to create and enforce "no wake zones" unless it met the State's narrow criteria and received an appropriate permit from the Florida Fish and Wildlife Commission (FWC). The buoys which had been in place for over 25 years do not meet the State's criteria. On June 12, 2018, the City was informed by FWC to remove the existing buoys which was done July 23, 2018. In an effort to reinstall buoys, the City has prepared a plan utilizing "informational" buoys meeting the State's criteria for size, marking, etc. as attached herein. This plan delineates prominent features where buoys may be installed and provides information language as appropriate under the State statutes.

The proposed plan has been discussed by the City's Lakes and Waterways Advisory Board who passed a motion to limit the installation of buoys to just the Dinky Dock swim area and boat ramp and assessing their effectiveness and public acceptance for a twelve-month period prior to implementation of further buoys. They stated they have received no public input regarding buoys since they were removed.

## **alternatives / other considerations**

Do not install buoys, or apply for a permit to install "regulatory" buoys creating no wake zones where applicable under State statutes (public boat ramps and in canals).



### **fiscal impact**

Cost to procure and install each buoy is approximately \$300. Total cost to implement the proposed plan is approximately \$10,500.

#### ATTACHMENTS:

Description

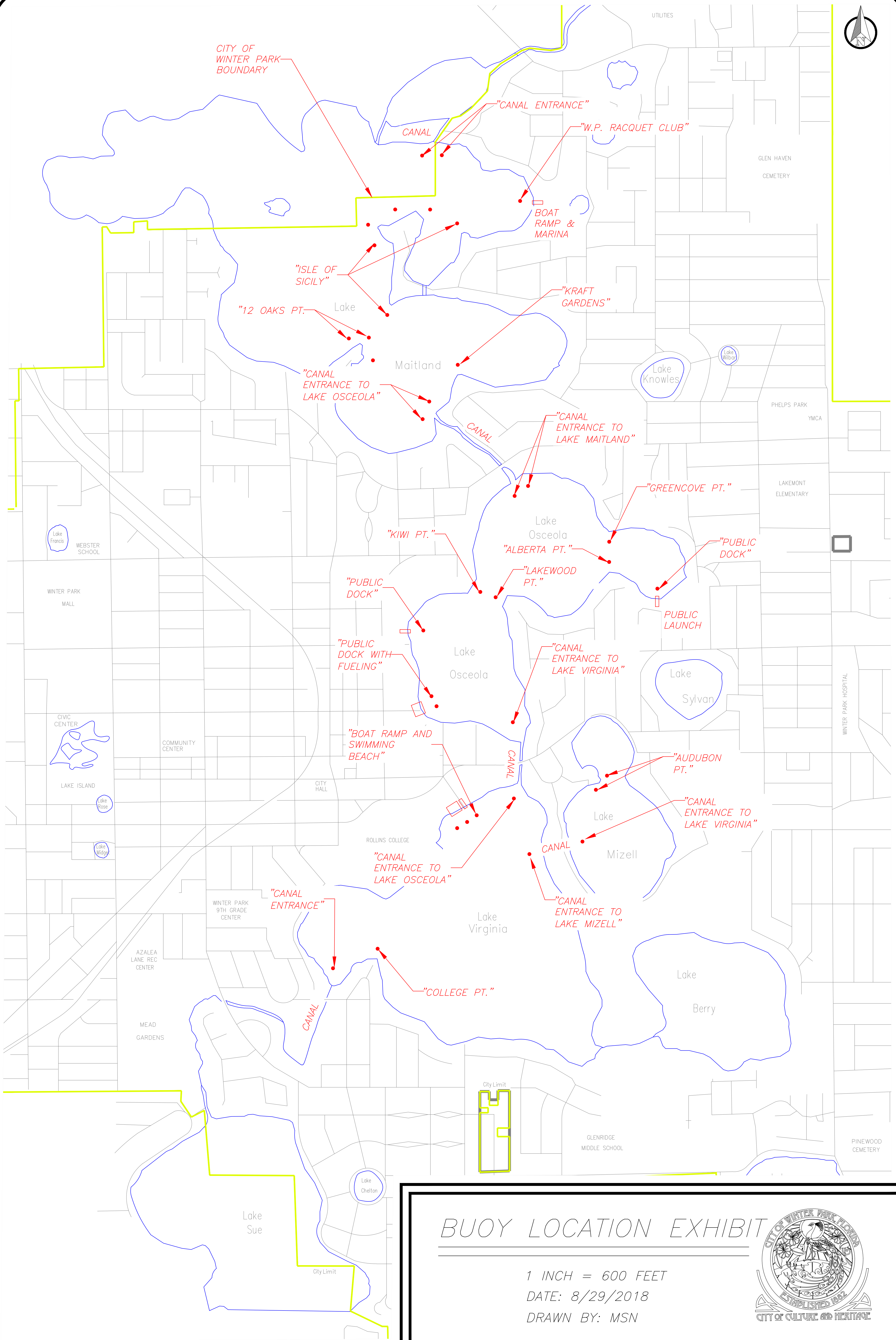
Upload Date

Type

Buoy Layout

11/20/2018

Cover Memo



# BUOY LOCATION EXHIBIT

1 INCH = 600 FEET  
DATE: 8/29/2018  
DRAWN BY: MSN





# city commission **agenda item**

item type	Public Hearings	meeting date	11/26/2018
prepared by	Finance	approved by	City Manager
board approval	no final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Ordinance - Refunding Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing refunding of the 2005A bonds (2)

## **motion / recommendation**

Approve proposed ordinance authorizing the issuance of not to exceed \$26,000,000 of Electric Refunding Revenue Bonds, Series 2019 for the purpose of refunding the Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing the refunding of the 2005A bonds.

## **background**

The Electric Refunding Revenue Bonds, Series 2009A and 2009B have a call date of October 1, 2019 and cannot be refunded using tax exempt debt until we are within 90 days of that date. To take advantage of lower interest rates available now and minimize the risk of rising interest rates, the City's financial advisor, Public Financial Management (PFM), is soliciting proposals for bank loans on a forward starting basis. The forward starting basis would require proposing banks to commit now to the interest rate they would require to underwrite the refunding of the 2009A and 2009B series bonds next year.

In addition, the City has \$955,000 of the Electric Revenue Bonds, Series 2005A outstanding. These are auction rate bonds for which interest rates are based on 175% of one month LIBOR. This ordinance provides for the refunding of these bonds with cash now and reimbursing that cash next year with the release of the Debt Service Reserve Fund required by the Series 2009A and 2009B bonds.

The refunding will achieve net present value savings of \$2.4M or 8.88% of the refunded debt. This is well above the 5% minimum target in the City's debt management policy for advance refunding debt.

## **alternatives / other considerations**

The City could wait until within the 90 day window of the October 1, 2019 call date on the bonds and pursue a current refunding at that time. If interest rates were to stay the same, savings would be greater using this approach. However, to the extent interest rates rise, the savings would decrease.

Locking in a competitively bid rate now takes the risk of rising interest rates off the table.

**fiscal impact**

The City will save an average of \$355,000 on annual debt service through the 2035 maturity date of the bond.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	11/12/2018	Cover Memo

**ORDINANCE NO. \_\_\_\_\_-18**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$26,000,000 ELECTRIC REFUNDING REVENUE BONDS, SERIES 2019 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING ELECTRIC REFUNDING REVENUE BONDS, SERIES 2009A AND SERIES 2009B; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY AND, IF DETERMINED TO BE IN THE BEST INTERESTS OF THE CITY, A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; AUTHORIZING THE REDEMPTION OF THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A WITH NET REVENUES OF THE ELECTRIC SYSTEM OF THE CITY SET ASIDE FOR CAPITAL PURPOSES; PROVIDING A DECLARATION OF INTENT TO REPLENISH SUCH REVENUES FROM PROCEEDS OF THE SERIES 2009 BONDS HELD IN THE SERIES 2009 BONDS RESERVE SUBACCOUNT FOR THE SERIES 2009 BONDS TO BE RELEASED ONCE THE SERIES 2009 BONDS ARE DEFEASED AND/OR REDEEMED WITH THE PROCEEDS OF THE SERIES 2019 BONDS; AUTHORIZING THE EXECUTION OF A FORWARD PURCHASE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA:**

**SECTION 1. AUTHORITY.** This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Sections 2.11 and 2.14 of the Charter of the City; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida (the "City"); and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared that:

A. On September 1, 2009, the City issued its Electric Refunding Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and its Electric Refunding Revenue Bonds, Series 2009B (the "Series 2009B Bonds" and together with the Series 2009A Bonds, the "Series 2009 Bonds"), to (i) refund a portion of the City's outstanding Electric Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and outstanding Electric Revenue Bonds, Series 2005B (the "Series 2005B Bonds", and together with the Series 2005A Bonds, the "Series 2005 Bonds"), (ii) pay the swap termination payments related to the Series 2005 Bonds, and (iii) pay certain expenses related to the issuance and sale of the Series 2009 Bonds.

B. The Series 2009 Bonds were issued pursuant to Ordinance No. 2773-09 and Resolution No. 2031-09, each as amended and supplemented, in an aggregate principal amount of \$28,020,000 of Series 2009A Bonds and \$6,965,000 of Series 2009B Bonds.

C. Based upon the advice of PFM Financial Advisors LLC, Orlando, Florida, the financial advisor to the City (the "Financial Advisor"), it is necessary and desirable to enter into a forward purchase agreement to provide for the issuance bonds to facilitate the current refunding of all or a portion of the outstanding Series 2009 Bonds. Such refunding of the Series 2009 Bonds will result in a savings with respect to the debt service that would otherwise be attributable to the Series 2009 Bonds.

D. The electric revenue system bonds to be issued to refund the Series 2009 Bonds will be secured by a pledge of the net revenues of the City's electric system and, if determined by the Financial Advisor and City staff to be in the best interests of the City, a covenant to budget and appropriate non-ad valorem revenues of the City.

**SECTION 3. AUTHORIZATION OF BONDS.** The issuance by the City of not exceeding \$26,000,000 Electric Refunding Revenue Bonds, Series 2019 (herein the "2019 Bonds") for the purpose of refunding the Series 2009 Bonds and paying the costs of issuance related thereto; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such series designations and other characteristics as shall be provided by subsequent resolution or resolutions of the Commission prior to their delivery; and to be secured by a prior lien upon and pledge of the net revenues derived by the City from its electric system and, if determined by the Financial Advisor and City staff to be in the best interests of the City, a covenant to budget and appropriate non-ad valorem revenues of the City as set forth in a resolution of the City; is hereby authorized. The Commission may adopt a specific bond resolution (including any necessary resolutions supplemental to the bond resolution) supplemental to this ordinance, setting forth the maturities (or a mechanism for determining such maturities on or prior to the sale of the 2019 Bonds) and the fiscal details and other covenants and provisions necessary for the marketing, sale and issuance of the 2019 Bonds. In addition, the bond resolution may authorize various interest rate modes and appropriate agreements for such modes, and may establish special accounts and include provisions for the sole benefit of the holders of the 2019 Bonds, as circumstances dictate, in order to fully protect the rights of the holders of the 2019 Bonds.

The 2019 Bonds, when delivered by the City pursuant to the terms of the specific bond resolution and any resolution supplemental thereto as contemplated hereby shall not constitute general obligations or indebtedness of, or a pledge of the faith, credit or taxing power of, the City or the State of Florida or any agency or political subdivision thereof, but are limited, special obligations of the City, the principal of, premium, if any, and interest on which are payable from the net revenues of the electric system and possibly a covenant to budget and appropriate non-ad valorem revenues of the City. Neither the City nor the State of Florida, or any agency or political subdivision thereof, will be obligated (i) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property to pay the principal of, premium, if any, or interest on the 2019 Bonds, or other costs incident thereto, or (ii) to pay the same from any funds of the City except from the net revenues of the electric system and possibly certain non-ad valorem revenues of the City in the manner provided in the specific bond resolution and

any resolution supplemental thereto. The 2019 Bonds do not constitute a lien upon any other property of or in the City.

**SECTION 4. AUTHORIZATION TO REFUND SERIES 2005A BONDS AND DECLARATION OF INTENT TO REIMBURSE.** The redemption of all of the outstanding Series 2005A Bonds from excess net revenues of the electric system held for capital purposes is hereby authorized. The City intends to replenish such amounts used to redeem the Series 2005A Bonds from the proceeds of the Series 2009 Bonds held in the Series 2009 Bonds Reserve Subaccount for the Series 2009 Bonds following the defeasance and/or redemption of the Series 2009 Bonds with the proceeds of the Series 2019 Bonds and to forthwith allocate such amounts to capital costs incurred and due or recently paid or incurred but unpaid capital expenditures. The Mayor, City Manager, Director of Electric Utilities and Finance Director of the City, or any of them and such other officers and employees of the City as may be designated by the Mayor are authorized and empowered, collectively and individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary to carry out the purposes of this Ordinance.

**SECTION 5. GENERAL AUTHORITY.** The Mayor, City Manager, Director of Electric Utilities and Finance Director of the City, or any of them and such other officers and employees of the City as may be designated by the Mayor are hereby authorized, pending adoption of the above resolutions, to do all things and to take any and all actions on behalf of the City, without further action by the Commission, to provide for the redemption of the 2009 Bonds and the outstanding 2005A Bonds; to furnish disclosures, representations, certifications and confirmations concerning the City; and to execute and deliver any forward purchase agreements or bank commitments regarding the 2019 Bonds, and all other documents and instruments deemed appropriate by any of such officers, the approval of the City and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

**SECTION 6. REPEAL OF INCONSISTENT PROVISIONS.** All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its final passage and adoption.

**ADOPTED** after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this \_\_\_\_th day of November 2018.

---

Steve Leary, Mayor

**ATTEST:**

---

Cynthia S. Bonham, City Clerk





# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Finance	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Resolution - Refunding the Electric Refunding Revenue Bonds, Series 2009A and 2009B

## **motion / recommendation**

Approve proposed resolution authorizing the issuance of not to exceed \$26,000,000 of Electric Refunding Revenue Bonds, Series 2019 for the purpose of refunding the Electric Refunding Revenue Bonds, Series 2009A and 2009B.

## **background**

The Electric Refunding Revenue Bonds, Series 2009A and 2009B have a call date of October 1, 2019 and cannot be refunded using tax exempt debt until we are within 90 days of that date. To take advantage of lower interest rates available now and minimize the risk of rising interest rates, the City's financial advisor, Public Financial Management (PFM), solicited proposals for bank loans on a forward starting basis.

The City received five proposals of which TD Bank was determined to offer the lowest interest rate with the most favorable conditions. TD Bank proposed an interest rate of 3.42% with an option to add a ten year par call provision for an extra 0.06% bringing the total interest rate to 3.48%. PFM recommended the City take this option as it provides flexibility to refund the 2019 bond if interest rates were to fall.

Under the Forward Delivery Bond Purchase Agreement, TD Bank agrees to underwrite the refunding of the Electric Refunding Revenue Bonds, Series 2009A and 2009B in July 2019 at an interest rate of 3.48%. Once the 2009A and 2009B bonds have been refunded, the \$2.5M debt service reserve fund associated with these bonds will be released. The City will use a portion of this debt service reserve fund to reimburse itself for paying off the remaining \$955,000 Electric Revenue Bonds, Series 2005A. The remaining balance of the debt service reserve fund will be used to reduce the size of the 2019 bond.



The net present value savings from this refunding are \$2.4M and 8.88% of the refunded bonds. The City's debt service policy sets a target level of 5% of the refunded bonds savings for an advance refunding. Annual debt service savings through the 2035 maturity date are approximately \$355,000.

#### **alternatives / other considerations**

Wait until July 2019 or later to refund the 2009A and 2009B bonds in the hopes interest rates stay the same or decline. According to PFM, an increase in interest rates of 20 basis points (0.20%) or more would make waiting until 2019 less advantageous than the proposed refunding by TD Bank.

#### **fiscal impact**

Annual debt service savings of \$355,000 through the 2035 maturity of the bond.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Bond Resolution and form of Forward Delivery Bond Purchase Agreement	11/17/2018	Cover Memo

**RESOLUTION NO. \_\_\_\_\_-18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. \_\_\_\_\_-18 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF THE OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2009A AND SERIES 2009B, OF THE CITY; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$26,000,000 ELECTRIC REFUNDING REVENUE BOND, SERIES 2019 OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF; AND PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING A NEGOTIATED SALE OF SUCH BONDS AND THE EXECUTION OF A FORWARD DELIVERY BOND PURCHASE AGREEMENT RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.**

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

**ARTICLE I**

**AUTHORITY, DEFINITIONS AND FINDINGS**

**SECTION 1.01 AUTHORITY.** This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida; Section 9.03U of Resolution No. 1898-05 (the "Original Resolution"); Ordinance No. \_\_\_\_\_-18 (the "Bond Ordinance"); and other applicable provisions of law; and is supplemental to the Bond Ordinance.

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

"Additional Parity Bonds" shall mean additional bonds, notes or other obligations issued in compliance with the terms, conditions and limitations contained in the Original Resolution which have an equal lien on the Net Revenues.

"Bond" or "Bonds" shall mean the Series 2019 Bond, together with all Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued in compliance with the terms, conditions and limitations contained in the Original Resolution.

"Bond Ordinance" shall mean Ordinance No. \_\_\_\_-18 of the Issuer.

"Bond Registrar" shall mean the Issuer, which shall maintain the registration books and be the paying agent and be responsible for the transfer and exchange of the Series 2019 Bond.

"Bond Year" shall mean the annual period ending on a Series 2019 Bond principal maturity date or Amortization Installment due date.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Purchaser's offices in Orlando, Florida are closed.

"City Manager" shall mean the City Manager of the Issuer or, in his absence, the Assistant City Manager of the Issuer.

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

"Cost of Operation and Maintenance" of the System shall mean the current expenses (including Contract Debts, at the option of the Director of Electric Utilities), paid or accrued, of operation, maintenance and repair of the System, as calculated in accordance with generally accepted accounting principles, but shall not include any Bond Service Requirements, reserves for renewals and replacements, extraordinary repairs, any allowance for renewals, replacements and depreciation, or any transfers to the General Fund of the Issuer.

"Default Rate" shall mean six percent (6%) per annum in excess of the Prime Rate as quoted in the Wall Street Journal.

"Determination of Taxability" shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that, due solely to an action or inaction of the Issuer, interest paid or payable on the Series 2019 Bond is or was includable in the gross income of a Holder for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

"Escrow Agent" shall mean The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, its successors and assigns or such other entity selected by the City Manager to serve as escrow agent pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean that certain Escrow Agreement, between the Issuer and the Escrow Agent, relating to the deposit of proceeds of the Series 2019 Bond and certain other available monies from the Issuer and the defeasance and redemption of the Refunded Bonds on the Refunded Bonds Redemption Date.

"Event of Default" shall mean the occurrence and continuance of one or more of the following events:

(a) payment of the principal of any Bond is not made when the same shall become due and payable; or

(b) payment of any installment of interest on any Bond is not made when the same shall become due and payable; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Original Resolution, the Series 2019 Bond or this Resolution and such default shall continue for thirty (30) days from the earlier of (a) after written notice shall have been received by the Issuer from the Bondholder specifying such default and requiring the same to be remedied or (b) when notice was required to be given by the Issuer pursuant to Section 2.03 hereof; provided, however, that if, in the reasonable judgment of the Bondholder, the Issuer shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall, upon the written consent of the Bondholder, be increased to such extent as shall be necessary to enable the Issuer to diligently complete such curative action; or

(d) any representation or warranty made in writing by or on behalf of the Issuer in the Original Resolution, this Resolution or the Series 2019 Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the Issuer admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof or the involuntary appointment of a receiver or trustee for the Issuer, where such event continues for at least sixty (60) days undismissed or undischarged; or

(f) the entry of a final, non-appealable judgment against the City in excess of \$10,000,000; or

(g) the withdrawal or suspension of the System's public debt ratings for reasons other than the payoff or refunding of public debt with private credit facilities.

"Financial Advisor" shall mean PFM Financial Advisors LLC, its successors and assigns, or such other entity then serving as financial advisor to the Issuer.

"Forward Delivery Bond Purchase Agreement" shall mean the Forward Delivery Bond Purchase Agreement related to the sale and forward delivery of the Series 2019 Bond to be executed by the Issuer and the Purchaser following the adoption of this Resolution.

"Gross Revenues" or "Revenues" shall mean (1) all revenues, income or earnings received by the Issuer from or attributable to its ownership and operation of the System, including any income from the investment of funds and amounts received from the providers of Qualified Swap Agreements, but excluding (a) impact fees and contributions in aid of construction, and the earnings thereon, (b) any franchise fees received by the Issuer from Progress Energy Florida, Inc., the Orlando Utilities Commission, and any successors thereto, (c) proceeds of the sale or other disposition of System property, (d) customer deposits, (e) government grants, (f) loan proceeds and (g) insurance proceeds (other than business interruption insurance); and (2) the proceeds of any business interruption insurance.

"Holder" or "Bondholder" or any similar term shall mean the owner of any such Series 2019 Bond as shown on the registration books of the Issuer maintained by the Bond Registrar.

"Interest Rate" shall mean for the Series 2019 Bond, the per annum rate set forth in the Forward Delivery Bond Purchase Agreement and the Series 2019 Bond, and after a Determination of Taxability, shall mean the Taxable Rate. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default by the Issuer the Interest Rate shall be increased to the Default Rate.

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

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

"Original Resolution" shall mean Resolution No. 1898-05 duly adopted by the Commission on May 9, 2005.

"Outstanding Parity Bonds" shall mean, upon issuance of the Series 2019 Bond, the outstanding Electric Refunding and Improvement Revenue Bonds, Series 2007, Electric Refunding Revenue Bond, Series 2010, Electric Refunding Revenue Bond, Series 2014, Electric Refunding Revenue Bond, Series 2014A, and Electric Refunding Revenue Bonds, Series 2016, of the Issuer, payable from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Series 2019 Bond.

"Prime Rate" shall mean the rate published from time to time in The Wall Street Journal as the "U.S. Prime Rate" or, in the event The Wall Street Journal ceases to be published, goes on strike, is otherwise not published or ceases publication of "Prime Rates," the base, reference or other rate then designated by TD Bank, N.A. in its sole discretion, for general commercial loan reference. The Prime Rate is not necessarily the lowest or best rate of interest offered by TD Bank, N.A. to any borrower or class or borrowers.

"Purchaser" shall mean TD Bank, N.A., and its successors and assigns.

"Record Date" shall mean the 15th day of the month immediately preceding any interest payment date for the Series 2019 Bond.

"Refunded Bonds" shall mean all of the outstanding Electric Refunding Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and Series 2009B (the "Series 2009B Bonds") of the Issuer.

"Refunded Bonds Redemption Date" shall mean October 1, 2019.

"Refunding" shall mean the current refunding of all the Refunded Bonds on the Refunded Bonds Redemption Date.

"Reserve Account Requirement" shall mean \$0.00.

"Series 2019 Bond" shall mean, the Electric Refunding Revenue Bond, Series 2019, herein authorized to be issued.

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

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

A. The Issuer owns, operates and maintains the System and derives and will continue to derive Net Revenues from revenues, income or earnings from or attributable to its ownership and operation of the System. Such Net Revenues are not now pledged or encumbered in any manner except to the payment from such Net Revenues of the Outstanding Parity Bonds.

B. The Refunded Bonds have a call date of October 1, 2019 and cannot be refunded using tax-exempt debt until a date that is within 90 days of such call date. To take advantage of current lower interest rates and to eliminate the risk of rising interest rates, the Financial Advisor has advised the proposed forward delivery structure. It is necessary and desirable to implement the Refunding for the reasons stated herein and in the Bond Ordinance.

C. The funds needed for the Refunding shall be derived from the sale of the Series 2019 Bond herein authorized, and, if necessary, other legally available funds of the Issuer.

D. Section 9.03U of the Original Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein. The Issuer will comply with such terms, limitations and conditions, on or prior to the date of delivery of the Series 2019 Bond, and is, therefore, legally entitled to issue the Series 2019 Bond as an Additional Parity Bond within the authorization contained in the Original Resolution.

E. The Series 2019 Bond shall be payable on a parity and rank equally as to lien on and source and security for payment from the Net Revenues with the Outstanding Parity Bonds.

F. The principal of and interest on the Series 2019 Bond and all required sinking fund, reserve and other payments shall be payable solely from the Net Revenues as provided herein and in the Original Resolution. Neither the Issuer nor the State of Florida or any political subdivision thereof or governmental authority or body therein shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2019 Bond or to make

any of the sinking fund, reserve or other payments required by this Resolution, the Original Resolution or the Series 2019 Bond; and the Series 2019 Bond shall not constitute a lien upon any other property owned by or situated within the corporate territory of the Issuer.

G. The estimated Net Revenues will be sufficient to pay all principal of and interest on the Series 2019 Bond and the Outstanding Parity Bonds, as the same become due, and to make all sinking fund or other payments required by this Resolution and the Original Resolution.

H. Concurrently with the execution of the Forward Delivery Bond Purchase Agreement, the Purchaser will provide the Issuer with a disclosure statement containing disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

I. Because of the characteristics of the Series 2019 Bond, prevailing and anticipated market conditions, the delayed delivery of the Series 2019 Bond following the execution of the Forward Delivery Bond Purchase Agreement and savings to be realized from the advanced forward sale of the Series 2019 Bond, and taking into account the advice of the Financial Advisor, it is in the best interest of the Issuer to accept the offer of the Purchaser to purchase the Series 2019 Bond, at a negotiated sale upon the terms and conditions outlined herein, as determined by the City Manager in accordance with the terms hereof.

J. The Purchaser has represented that it will offer to purchase the Series 2019 Bond at the price of par, at the interest rates per annum and upon the remaining terms to be contained in the Forward Delivery Bond Purchase Agreement.

K. It is necessary and desirable at this time to delegate to the City Manager, the authority to fix the remaining fiscal details for the Series 2019 Bond and to execute the Forward Delivery Bond Purchase Agreement.

**SECTION 1.04 RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the acceptance of the Series 2019 Bond authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution (including the Bond Ordinance and applicable provisions of the Original Resolution) shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of such Series 2019 Bond, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2019 Bond over any other thereof, except as expressly provided therein and herein.

## **ARTICLE II**

### **REFUNDING AND DESCRIPTION, DETAILS AND FORM OF BOND**

**SECTION 2.01 REFUNDING.** The Refunding has been authorized by the Bond Ordinance. The cost of the Refunding may include, but need not be limited to, legal and financing expenses; expenses for estimates of costs and of revenues; the fees of fiscal agents,

financial advisors or consultants; and such other costs and expenses as may be necessary or incidental to the financing herein authorized.

**SECTION 2.02 AUTHORIZATION OF BOND.** Subject to the provisions of this Resolution and the Original Resolution, the Bond Ordinance has authorized the issuance of an obligation of the Issuer to be known as "Electric Refunding Revenue Bond, Series 2019," herein sometimes referred to as "Series 2019 Bond," in the aggregate principal amount of not exceeding \$26,000,000.

**SECTION 2.03 DESCRIPTION OF BONDS.** The Series 2019 Bond shall be dated, shall be issued in denominations of \$100,000, plus integral multiples of \$1 in excess thereof, shall bear interest at the Interest Rate, payable at such times, and shall mature in such years and amounts; all as shall be set forth in the Series 2019 Bond. Interest on the Series 2019 Bond shall be calculated on the basis of a 360-day year of twelve 30-day months.

In any case in which interest is due or the maturity date of the Series 2019 Bond or the date fixed for the redemption of the Series 2019 Bond shall be other than a Business Day, then payment of interest, principal or redemption price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

In the event of a Determination of Taxability, the Interest Rate shall be adjusted to cause the yield on the Series 2019 Bond to equal what the yield on the Series 2019 Bond would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the Issuer agrees to pay to the Holder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Series 2019 Bond for the period commencing on the date on which the interest on the Series 2019 Bond (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Series 2019 Bond ceases to be outstanding or such adjustment is no longer applicable to the Series 2019 Bond (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Series 2019 Bond for the Taxable Period under the provisions of the Series 2019 Bond without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Holder to the Internal Revenue Service by reason of such Determination of Taxability.

The Holder shall promptly notify the Issuer in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Holder shall certify to the Issuer in writing the Additional Amount, if any, due to such Holder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Series 2019 Bond exceed the maximum rate permitted by law.

The Series 2019 Bond shall be issued in fully registered form without coupons; shall be issued as a current interest paying Series 2019 Bond; shall be payable in lawful money of the



United States of America; and shall bear interest from their date or dates, payable by automated clearing house (ACH) or direct debit or other direct electronic payment to the Bondholder.

The Series 2019 Bond shall be issued in certificated form and registered in the name of the Purchaser.

The Series 2019 Bond may only be transferred, in whole or in part, to an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act and shall bear a legend to such effect at the top of the first page thereof.

The Issuer shall notify the Bondholder within five (5) Business Days after it obtains knowledge of an Event of Default.

**SECTION 2.04 EXECUTION OF BONDS.** The Series 2019 Bond shall be executed in the name of the Issuer by its Mayor or Vice Mayor (collectively, the "Mayor"), and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon and attested by its City Clerk or Deputy City Clerk (collectively, the "City Clerk"). The authorized signatures for the Mayor and City Clerk shall be either manual or in facsimile. The Certificate of Authentication of the Bond Registrar shall appear on the Series 2019 Bond, and no Series 2019 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Series 2019 Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Series 2019 Bond shall at all times be a manual signature. In case any one or more of the officers who shall have signed or sealed the Series 2019 Bond shall cease to be such officer of the Issuer before the Series 2019 Bond so signed and sealed shall have been actually sold and delivered, such Series 2019 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2019 Bond had not ceased to hold such office. The Series 2019 Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2019 Bond shall hold the proper office, although at the date of such Series 2019 Bond such person may not have held such office or may not have been so authorized.

**SECTION 2.05 NEGOTIABILITY.** The Series 2019 Bond shall be and have all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, and each successive Holder, in accepting any of the Series 2019 Bond, shall be conclusively deemed to have agreed that such Series 2019 Bond shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

**SECTION 2.06 REGISTRATION.** The Issuer, as Bond Registrar, shall be responsible for maintaining the books for the registration and transfer of the Series 2019 Bond.

Upon surrender to the Bond Registrar for transfer or exchange of any Bond, duly endorsed for transfer or accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Bondholder or his attorney duly authorized in

writing, the Bond Registrar shall deliver in the name of the Bondholder or the transferee or transferees, as the case may be, a new fully registered Series 2019 Bond or Bonds of authorized denominations and of the same maturity and interest rate and for the aggregate principal amount which the Bondholder is entitled to receive.

Any Series 2019 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer, duly executed by the Bondholder or by his duly authorized attorney.

The Issuer may require payment from the Bondholder or transferee of a sum sufficient to cover any tax, fee or other governmental charge (other than those imposed by the Issuer) that may be imposed in connection with any exchange or transfer of the Series 2019 Bond. Such charges and expenses shall be paid before any new Series 2019 Bond shall be delivered.

Interest on the Series 2019 Bond shall be paid to the Bondholders whose names appear on the books of the Bond Registrar as of 5:00 p.m. (eastern time) on the Record Date.

A new Series 2019 Bond delivered upon any transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2019 Bond surrendered, and shall be entitled to benefits hereof to the same extent surrendered, shall be secured by this Resolution and entitled to all of the security as the Series 2019 Bond surrendered.

The Issuer and the Bond Registrar may treat the Holder of the Series 2019 Bond as the absolute owner thereof for all purposes, whether or not such Series 2019 Bond shall be overdue, and shall not be bound by any notice to the contrary.

**SECTION 2.07 DISPOSITION OF BONDS PAID OR REPLACED.** Whenever any Series 2019 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2019 Bond shall, after cancellation, either be retained by the Bond Registrar for a period of time specified in writing by the Issuer, or at the option of the Issuer, shall be destroyed by the Bond Registrar in accordance with the laws of the State of Florida, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

**SECTION 2.08 BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Series 2019 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer, acting as the Bond Registrar, may in its discretion issue and deliver a new Series 2019 Bond of like tenor as the Series 2019 Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated Series 2019 Bond, upon surrender and cancellation of such mutilated Series 2019 Bond or in lieu of and substitution for the Series 2019 Bond destroyed, stolen or lost, and upon the Bondholder furnishing proof of his ownership and the loss thereof (if lost, stolen or destroyed) and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying (in advance if so required by the Issuer) such taxes, governmental charges, attorneys fees, printing costs, and other expenses as the Issuer may charge and/or incur. Any Series 2019 Bond so surrendered shall be cancelled by the Bond Registrar.

Any such duplicate Series 2019 Bond issued pursuant to this Section shall constitute an original contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2019 Bond shall be at any time found by anyone; and such duplicate Series 2019 Bond shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to this Resolution from the funds, as hereinafter pledged, to the same extent as all other Series 2019 Bonds issued under this Resolution.

**SECTION 2.09 PROVISIONS FOR REDEMPTION.** The Series 2019 Bond may be prepaid in whole or in part on any Business Day on or after July 1, 2029 upon at least thirty (30) days' prior written notice to the Bondholder specifying the amount of prepayment at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date. Any partial prepayment shall be applied in inverse order of maturity, treating amortization installments as maturities.

**SECTION 2.10 FORM OF BONDS.** The text of the Series 2019 Bond, together with the Certificate of Authentication of the Bond Registrar, shall be substantially of the following tenor, with such omissions, insert ions and variations as may be necessary or desirable and authorized or permit ted by this Resolution or any subsequent resolution adopted prior to the issuance thereof; or as may be necessary to comply with applicable laws, rules and regulations of the United States Government and the State of Florida in effect upon the issuance thereof:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS BOND MAY ONLY BE TRANSFERRED, IN WHOLE OR IN PART, TO A HOLDER CERTIFYING THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF ORANGE  
CITY OF WINTER PARK  
ELECTRIC REFUNDING REVENUE BOND, SERIES 2019**

**RATE OF  
INTEREST**

\_\_\_\_\_%

(subject to adjustment as  
provided in the Ordinance)

**MATURITY  
DATE**

**DATE OF  
ORIGINAL ISSUE**

**REGISTERED OWNER:**

KNOW ALL MEN BY THESE PRESENTS, that the City of Winter Park, Florida (the "City"), for value received hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above, the principal sum shown above, and to pay solely from such special funds, interest hereon from the date of this bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such sum, at the rate per annum set forth above, payable on October 1, 2019, and semiannually thereafter on April 1 and October 1 in each year (or if any such date is not a business day, then on the next business day thereafter), by automated clearing house (ACH) or direct debit or other direct electronic payment to the Registered Owner at his address as it appears at 5:00 p .m. (eastern time) on the fifteenth day of the month preceding the applicable interest payment date, on the registration books of the City. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America. No presentment shall be required for any payment on this bond except upon final maturity.

This bond is one of an authorized issue of bonds issued to finance the cost of refunding all of the outstanding Electric Refunding Revenue Bonds, Series 2009A and all of the outstanding Electric Refunding Revenue Bonds, Series 2009B, of the City, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, and Chapter 159, Part I, Florida Statutes, and other applicable provisions of law; Resolution No. 1898-05 of the City and Ordinance No. \_\_\_\_\_-18 of the City, as supplemented by Resolution No. \_\_\_\_\_-18 of the City (collectively, the "Ordinance"); and is subject to all the terms and conditions of such Ordinance.

This bond and the interest hereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the City from the operation of the System (the "Net Revenues"), in the manner and to the extent provided in the Ordinance, on a parity with the Outstanding Parity Bonds, as defined in the Ordinance. This bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation.

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

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

In like manner, subject to such conditions and upon the payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, the Registered Owner of any bond or bonds may surrender the same (together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully registered bonds in authorized denominations and of the same maturity and interest rate as this bond.

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

This bond may be prepaid in whole or in part on any Business Day on or after July 1, 2029 upon at least thirty (30) days' prior written notice to the Registered Owner specifying the amount of prepayment at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date. Any partial prepayment shall be applied in inverse order of maturity, treating amortization installments as maturities.

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

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

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

IN WITNESS WHEREOF, the City of Winter Park, Florida, has issued this bond and has caused the same to be executed by its Mayor, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon and attested by its City Clerk, all as of \_\_\_\_\_, 2019.

**CITY OF WINTER PARK, FLORIDA**

(SEAL)

By \_\_\_\_\_  
Mayor

ATTESTED:

By \_\_\_\_\_  
City Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR**

This bond is the bond described in the Ordinance.

**CITY OF WINTER PARK, FLORIDA**

By \_\_\_\_\_  
Mayor

Date of Authentication: \_\_\_\_\_, 2019

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

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

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

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

Signature guaranteed:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## **ARTICLE III**

### **BOND PROCEEDS; REDEMPTION OF REFUNDED BONDS**

**SECTION 3.01 APPLICATION OF BOND PROCEEDS.** Upon the issuance of the Series 2019 Bond, the proceeds, including accrued interest and premium, if any, received from the sale of the Series 2019 Bond shall be applied by the Issuer simultaneously with their delivery to the Purchaser as follows:

A. An amount sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be deposited, together with other available monies of the Issuer, if necessary, into an escrow fund established by the Escrow Agreement and paid to the holders of, or the paying agent for, the Refunded Bonds on the Refunded Bonds Redemption Date.

B. To the extent not paid or reimbursed therefor by the original purchaser of the Series 2019 Bond, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2019 Bond.

**SECTION 3.02 AUTHORIZATION OF ESCROW AGREEMENT; REDEMPTION OF REFUNDED BONDS.** The execution and delivery of an Escrow Agreement, in a form approved by the City Manager based upon the advice of bond counsel and the Financial Advisor to the Issuer, is hereby approved. The redemption of the Refunded Bonds shall be set forth in the Escrow Agreement, without further action by the Commission.

**SECTION 3.03 AUTHORIZATION OF REDEMPTION OF SERIES 2005A BONDS.** The redemption of all of the Issuer's outstanding Electric Revenue Bonds, Series 2005A (the "Series 2005A Bonds") from excess Net Revenues of the System held for capital purposes is hereby authorized. The Issuer intends to replenish such amounts used to redeem the Series 2005A Bonds from the proceeds of the Series 2009 Bonds held in the Series 2009 Bonds Reserve Subaccount following the defeasance of the Series 2009 Bonds with the proceeds of the Series 2019 Bond and to forthwith allocate such amounts to capital costs incurred and due or recently paid or incurred but unpaid capital expenditures. The Mayor, City Manager, Director of Electric Utilities and Finance Director of the City, or any of them and such other officers and employees of the Issuer as may be designated by the Mayor are authorized and empowered, collectively and individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary to carry out the purposes of this Section.

## **ARTICLE IV**

### **ORIGINAL RESOLUTION; UNCLAIMED MONEY**

**SECTION 4.01 APPLICATION OF PROVISIONS OF ORIGINAL RESOLUTION.** Except as otherwise provided in this Section, (a) the Series 2019 Bond shall

for all purposes be considered to be an Additional Parity Bond issued under the authority of the Original Resolution and the Bond Ordinance; (b) all of the covenants set forth in Section 9.03 of the Original Resolution shall be applicable to the Series 2019 Bond; and (c) the Series 2019 Bond shall be entitled to all the protection, security, rights and privileges enjoyed by the Outstanding Parity Bonds.

The Series 2019 Bond herein authorized shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness, but shall be payable solely from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Outstanding Parity Bonds, as provided in this Resolution, the Bond Ordinance and the Original Resolution. No Holder of the Series 2019 Bond shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on real property therein for payment of the Series 2019 Bond.

There shall be no Reserve Account Requirement for the Series 2019 Bond and no Holder of the Series 2019 Bond shall be secured by any amounts in the Reserve Account.

**SECTION 4.02 UNCLAIMED MONEY.** Notwithstanding any provisions of this Resolution, any money held by the paying agent for the payment of the principal or redemption price of, or interest on, any Series 2019 Bond and remaining unclaimed for one year after the applicable date or dates when such principal, redemption price or interest has become due and payable (whether at maturity, call for redemption or otherwise), if such money were so held at such date or dates, or one year after the date or dates of deposit of such money if deposited after such due date or dates, shall be repaid to the Issuer free from the provisions of this Resolution, and all liability of the paying agent with respect to such money shall thereupon cease; provided, however, that before the repayment of such money to the Issuer as aforesaid, the Bond Registrar shall send by first class mail, postage prepaid, to the Holders of the affected Series 2019 Bond, at their addresses as they appear of record on the registration books for such Series 2019 Bond, a notice, in such form as may be deemed appropriate by the Issuer with respect to the Series 2019 Bond so payable and not presented, or unclaimed interest thereon, and with respect to the provisions relating to the repayment to the Issuer of the money held for the payment thereof.

## **ARTICLE V**

### **REMEDIES, TAX COVENANTS AND SALE**

**SECTION 5.01 REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, the Series 2019 Bond shall bear interest at the Default Rate and all payments made on the Series 2019 Bond during any such period shall be applied first to interest and then to principal. Any payment on the Series 2019 Bond not paid within fifteen (15) days of the due date of such payment shall bear a late charge of six percent (6%) of the delinquent payment until such payment is made. Issuer agrees that the Default Rate and any late fee payable to Holder is a reasonable estimate of Holder's damages and is not a penalty. Upon the occurrence and during the continuance of an Event of Default, the Holder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Resolution by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having

jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Holder shall have the right to bring a mandamus action to require the Issuer to perform its obligations under this Resolution, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the Issuer or the taxation in any form of any property to pay the Series 2019 Bond or the interest thereon.

In the enforcement of any remedy under this Resolution, to the extent permitted by law, a Holder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the Issuer for principal, interest or otherwise under any of the provisions of this Agreement or of the Series 2019 Bond then unpaid, at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2019 Bond (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Net Revenues as provided herein, without prejudice to any other right or remedy of the Holder, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and in the Series 2019 Bond, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Net Revenues as provided herein) in any manner provided by law, the moneys adjudged or decreed to be payable.

If any holder of Additional Parity Bonds or Outstanding Parity Bonds under the Original Resolution is provided the remedy of acceleration, the Holders of the Series 2019 Bond shall also automatically be provided such remedy without further action or notice. In addition, in the event that any Additional Parity Bonds or Outstanding Parity Bonds or subordinated debt, in each case issued under the Original Resolution, are accelerated, the Series 2019 Bond shall also be automatically accelerated without further action or notice.

**SECTION 5.02. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to a Holder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

**SECTION 5.03. WAIVERS, ETC.** No delay or omission of a Holder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Resolution to a Holder may be exercised from time to time and as often as may be deemed expedient.

A Holder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Resolution or before the completion of the enforcement of any other remedy under this Resolution, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**SECTION 5.04 TAX EXEMPTION.** The Issuer at all times while the Series 2019 Bond and the interest thereon are outstanding will comply with the requirements of the Internal Revenue Code of 1986, as amended, to the extent necessary to preserve the exemption from federal income taxation of the interest on the Series 2019 Bond. The chief financial officer of the Issuer, or his designee, is authorized to make or effect any election, selection, choice, consent, approval or waiver on behalf of the Issuer with respect to the Series 2019 Bond as the Issuer is required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or characterization of the Series 2019 Bond or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer, or his designee. Any action of such officer, or his designee, in that regard shall be in writing and signed by the officer, or his designee.

**SECTION 5.03 SALE AND APPROVAL OF FORWARD DELIVERY BOND PURCHASE AGREEMENT.** The sale and forward delivery of the Series 2019 Bond to the Purchaser is hereby approved as set forth in the Forward Delivery Bond Purchase Agreement. Any and all expenses and costs of issuance due at the time of execution of the Forward Delivery Bond Purchase Agreement are hereby authorized to be paid from available funds of the Issuer. The Forward Delivery Bond Purchase Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved for execution with the Purchaser, with such changes, insertions and omissions, and the filling in of blanks and completion of schedules therein, as shall be negotiated and approved by the Mayor or City Manager, in consultation with bond counsel and the Financial Advisor, with the execution and delivery of such agreement by the Mayor or City Manager being conclusive evidence of the Issuer's approval of any such additions, modifications, completions and deletions.

Concurrently with the execution and issuance of the Forward Delivery Bond Purchase Agreement, the Purchaser will provide the Issuer with a disclosure statement containing disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**SECTION 6.01 MODIFICATION OR AMENDMENT.** No amendment of this Resolution, Section 9.03 of the Original Resolution, including defined terms used therein or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the Holder; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2019 Bond or a reduction in the rate of interest thereon, or in the amount of principal obligation thereof, or affect the promise of the Issuer to pay the principal of and interest on the Series 2019 Bond as the same shall become due from the Net Revenues.

**SECTION 6.02 SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2019 Bond issued hereunder.

**SECTION 6.03 DEFEASANCE.** If, at any time, the Issuer shall have paid, or shall have made provision for the payment of, the principal, interest and redemption premiums, if any, with respect to the Series 2019 Bond, or any portion thereof, then, and in that event, the pledge of and lien on the Net Revenues in favor of the applicable Bondholders shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or principal and interest of Federal Securities (the "Escrow Amounts") in irrevocable trust with a banking institution or trust company, for the sole benefit of the applicable Bondholders, to make timely payment of the principal, interest, and redemption premiums, if any, on the Outstanding Series 2019 Bond, shall be considered "provision for payment"; provided, however, that no defeasance shall occur unless (1) a report addressed to the Issuer and the Purchaser shall be prepared by a firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Series 2019 Bond in full on the maturity or redemption date (the "Verification"); provided that such report shall not be necessary in the event that Escrow Amounts are deposited in irrevocable trust with a banking institution or trust company, for the sole benefit of the applicable Bondholders in an amount sufficient without further investment to pay all principal, interest and redemption premiums, if any, on the Outstanding Series 2019 Bond and the Financial Advisor certifies as such to the Issuer; (2) an escrow deposit agreement between the Issuer and the escrow holder shall be executed and delivered; and (3) an opinion addressed to the Issuer and the Purchaser shall be rendered by nationally recognized bond counsel to the effect that the Series 2019 Bond is no longer Outstanding under this Resolution (the "Defeasance Opinion").

**SECTION 6.04 GENERAL AUTHORITY.** The Mayor, City Manager, Finance Director and Electric Utility Director of the Issuer, or any of them, are hereby authorized, in

connection with the issuance and sale of the Series 2019 Bond and the transactions specified in the Series 2019 Bond documents, to do all things and to take any and all actions on behalf of the Issuer; to execute and deliver the Series 2019 Bond documents (including, but not limited to, the Forward Delivery Bond Purchase Agreement and the Escrow Agreement); to provide disclosures concerning the Issuer; and to finalize and close the transactions specified in all such agreements or arrangements (including any amendments or modifications thereof), including, without limitation, the execution and delivery of any and all documents and instruments deemed appropriate by any of such officers, and the making of any appropriate statements, representations, certifications and confirmations on behalf of the Issuer, and in their respective capacities as officers thereof, necessary, appropriate or convenient to effectuate and expedite the issuance and delivery of the Series 2019 Bond, the consummation of the transactions specified by the Series 2019 Bond documents, and any and all of the covenants, agreements and conditions of the Issuer; the approval of the Issuer and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

**SECTION 6.05. MEMBERS OF THE CITY COMMISSION EXEMPT FROM PERSONAL LIABILITY.** No recourse under or upon any obligation, covenant or agreement of this Resolution, or the Series 2019 Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any City official, officer or employee or any member of the City Commission, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any City official, officer or employee or members of the City Commission, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, or the Series 2019 Bond or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, any City official, officer or employee or member of the City Commission, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the and the issuance of the Series 2019 Bond, on the part of the City.

**SECTION 6.06 USE OF FUNDS FOR REFUNDED BONDS.** An allocable portion of the money and investments in the funds and accounts established in the proceedings authorizing the issuance of the Refunded Bonds may be transferred to one or more of the corresponding Funds and Accounts established in this Resolution or the Original Resolution for the Series 2019 Bond; or at the option of the Issuer, may be used for payment of the Refunded Bonds.

**SECTION 6.07 REPEAL OF INCONSISTENT PROVISIONS.** All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 6.08 EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**ADOPTED** after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 26th day of November 2018.

(SEAL)

**CITY OF WINTER PARK, FLORIDA**

By \_\_\_\_\_  
Mayor

ATTESTED:

By \_\_\_\_\_  
City Clerk



**EXHIBIT A**  
**FORM OF FORWARD DELIVERY BOND PURCHASE AGREEMENT**

\$ \_\_\_\_\_  
City of Winter Park, Florida  
Electric Refunding Revenue Bond, Series 2019

**FORWARD DELIVERY BOND PURCHASE AGREEMENT**

This Forward Delivery Bond Purchase Agreement (this "Agreement") is dated December [4], 2018 and is between TD BANK, N.A. (together with its successors and assigns, the "Purchaser") and the CITY OF WINTER PARK, FLORIDA (the "Borrower").

**WITNESSETH:**

**WHEREAS**, the City Commission of the Borrower adopted Resolution No. 1898-05 on May 9, 2005, as amended and supplemented (the "Bond Resolution"), and Ordinance No. 2773-09 as supplemented by Resolution No. 2031-09 (the "Ordinances") pursuant to which the Borrower issued its Electric Refunding Revenue Bonds, Series 2009A and Electric Refunding Revenue Bonds, Series 2009B (collectively, the "2009 Bonds"); and

**WHEREAS**, the Bond Resolution authorizes the issuance of Additional Parity Bonds (as defined in the Bond Resolution) payable from Net Revenues (as defined in the Bond Resolution); and

**WHEREAS**, the Borrower enacted an Ordinance on November 26, 2018, as supplemented by a Resolution adopted on November 26, 2018 (collectively, the "Supplemental Resolution," and together with the Bond Resolution and the Ordinances, the "Resolution") authorizing, among other things, the issuance of the Borrower's Electric Refunding Revenue Bond, Series 2019 (the "2019 Bond") as an Additional Parity Bond under the Bond Resolution to (i) finance the cost of current refunding on a forward delivery basis the 2009 Bonds maturing on and after October 1, 2019 (the "Refunded Bonds"), and (ii) finance the costs of issuing the 2019 Bond; and

**WHEREAS**, the Borrower, after review of responses to a request for proposals distributed on November 2, 2018, and based in part on advice of the Borrower's financial advisor, PFM Financial Advisors LLC, awarded the purchase and sale of the 2019 Bond to the Purchaser with the interest rate, maturity and redemption provisions established pursuant to the terms of the Supplemental Resolution and this Agreement; and

**WHEREAS**, subject to the provisions set forth in the Supplemental Resolution, the Borrower in the Supplemental Resolution authorized certain officers of the Borrower to execute this Agreement providing for purchase of the 2019 Bond on the Closing Date (as defined in Paragraph 6 hereof) at an interest rate fixed as of the date of execution of this Agreement (subject to adjustment as provided in the Supplemental Resolution);

**NOW THEREFORE**, in consideration of the premises and the respective representations and agreements contained herein, the parties hereto agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions and in reliance upon the representations, warranties, covenants and agreements set forth herein, the Purchaser hereby agrees to purchase, and the Borrower agrees to sell to the Purchaser, all (and not less than all) of the principal amount of the 2019 Bond, such purchase and sale to occur on the Closing Date. The purchase price of the 2019 Bond will be \$ \_\_\_\_\_ (the aggregate stated principal amount of the 2019 Bond).

2. Authority. The 2019 Bond shall be issued under and secured pursuant to the provisions of the Resolution. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

The 2019 Bond shall mature at such time and in such amounts, bear interest at the rate of 3.48% (subject to adjustment as provided in the Supplemental Resolution and the 2019 Bond) and be subject to principal amortization as reflected on Schedule B-I attached hereto. The outstanding principal payment installments of the 2019 Bond shall be subject to prepayment at the option of the Issuer, prior to their respective payment dates, in whole or in part on any Business Day in accordance with Exhibit "F" attached hereto, and included in the Supplemental Resolution. The information required by Section 218.385(2), (3) and (6), Florida Statutes, as amended, to be provided by the Purchaser is set forth in Exhibit "A" attached hereto. The 2019 Bond is being issued for the principal purpose of providing funds (together with other legally available moneys of the Borrower, if any) for the refunding of all of the Refunded Bonds.

3. Break Funding Event; Breakage Payment.

(a) The following events shall be "Break Funding Events" and a Break Funding Event shall be deemed to have occurred on or prior to the Closing Date as herein provided (except as otherwise provided in Paragraphs 3(a)(i) or (vii)), if:

(i) any default shall be made in the payment of the principal of, sinking fund payment, redemption premium or interest on any bond outstanding under the Resolution when due and the Purchaser shall not have agreed in writing that the same shall not constitute a Break Funding Event;

(ii) there shall have occurred an Event of Default or a default, which with the passage of time or giving of notice would become an Event of Default under the Resolution, or the Borrower shall default in the due performance of any other covenants in the Resolution (taking into account the Supplemental Resolution) and such default shall continue on the Closing Date and shall not be waived by the Purchaser in its sole discretion;

(iii) any representation or warranty made by the Borrower herein or in any statement or certificate furnished to the Purchaser with respect to the 2019 Bond or in the Resolution (taking into account the Supplemental Resolution) or furnished by the Borrower pursuant hereto shall prove untrue in any material respect as of the making thereof;

(iv) the Borrower shall (a) admit in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or (b) is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Borrower, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Borrower, a receiver or trustee of the Borrower or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or (c) files a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida (the "State"), then a Break Funding Event shall be deemed to have occurred immediately upon the occurrence of such event;

(v) the Borrower shall in writing claim, or repudiate its obligations under, or initiate any legal proceedings to seek an adjudication that, any of the provisions of this Agreement or the Resolution are not valid or binding on the Borrower;

(vi) on or before the Closing Date, the Borrower shall notify the Purchaser in writing, which notice shall be irrevocable, that the Borrower has determined that the 2019 Bond shall not be issued, acknowledging the same to be a "Break Funding Event" and specifying the effective date of such Break Funding Event (which date shall not be later than the Closing Date, and which shall be deemed to be the Closing Date if no earlier date is specified); or

(vii) on or before the Closing Date, the Borrower shall not have satisfied the conditions of the obligation of the Purchaser to purchase the 2019 Bond as set forth in Paragraph 7 hereof. (Notwithstanding the foregoing, no Break Funding Event shall be deemed to occur if no other Break Funding Event under this Paragraph 3 shall have occurred and the Borrower shall have satisfied all other conditions of Paragraph 5 hereof and the Borrower provides the opinion and reliance letter of Bond Counsel described in Paragraph 7(c)(i) hereof, but such opinion does not include Paragraph (iii) in such form, and the Borrower agrees in writing on or prior to the Closing Date that a Determination of Taxability (as defined in the Supplemental Resolution) has occurred and the Borrower shall agree that the 2019 Bond shall be delivered and shall bear interest at the Taxable Rate (as defined in the Supplemental Resolution).

As of and after the date of occurrence of any Break Funding Event, the Purchaser shall have no obligation to purchase the 2019 Bond.

(b) If a Break Funding Event occurs, then the Borrower shall pay the Purchaser on demand a Breakage Payment in an amount determined pursuant to the provisions in Exhibit "B" attached hereto as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Borrower and such retention shall constitute a full release and discharge of all claims by the Purchaser against the Borrower arising out of the transactions contemplated hereby and if such payment is not made to the Purchaser when due, the amount of such payment shall bear interest, payable on demand, at the Default Rate (as defined in the Supplemental Resolution) until paid. Such Breakage Payment shall be payable by the Borrower solely from Net Revenues.

(c) Unless a Break Funding Event has occurred, if the Purchaser does not purchase the 2019 Bond on the Closing Date as provided herein, the Purchaser will pay the Borrower on demand a Breakage Payment, calculated as provided in Exhibit "B" attached hereto as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Purchaser and such retention shall constitute a full release and discharge of all claims by the Borrower against the Purchaser arising out of the transactions contemplated hereby and if such payment is not made to the Borrower when due, the amount of such payment will bear interest, payable on demand, at the Default Rate (as defined in the Supplemental Resolution).

(d) The Calculation Agent (as defined in Exhibit "B") shall determine the Breakage Payment reasonably and in good faith. The Calculation Agent's determination of the Breakage Payment shall be conclusive and binding absent manifest error. The Calculation Agent shall upon written request provide the parties hereto with information supporting its calculation of the Breakage Payment.

4. Representations, Warranties and Agreements. The Borrower represents and warrants to and agrees with the Purchaser that, as of the date hereof (i) the purchase and sale of the 2019 Bond pursuant to this Agreement is an arm's-length commercial transaction between the Borrower and the Purchaser, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Purchaser is not a fiduciary of the Borrower, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby or the discussions, undertakings and proceedings leading thereto and the Purchaser has no obligation to the Borrower with respect to the transaction contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Borrower has, in connection herewith, consulted with its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Borrower has duly adopted or enacted, as applicable, the Resolution, and has duly authorized, executed and delivered this Agreement and each constitutes the legal, binding and valid obligation of the Borrower, enforceable in accordance with its terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, (vi) since September 30, 2017, no material adverse change has occurred in the financial position or results of operations of the Borrower, and the Borrower has not incurred any material liabilities payable from or secured by the Net Revenues other than in the ordinary course of business, (vii) there is no Event of Default under the Resolution or default that with the passage of time or giving of notice would be an Event of Default under the Resolution, and (viii) the Borrower is a public body politic and corporate, duly created and validly existing under the laws of the State. The Borrower acknowledges that the Purchaser has financial and other interests that differ from those of the Borrower.

The Borrower agrees that it shall not obtain a direct credit rating on the 2019 Bond from any credit rating agency.

5. Closing Conditions for this Agreement. The Purchaser is entering into this Agreement in reliance upon the representations, warranties, covenants and agreements of the Borrower contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered on the date hereof and upon the performance by the Borrower of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Purchaser's obligation under this Agreement to purchase, to accept delivery of the 2019 Bond shall be conditioned upon the performance by the Borrower of its obligations to be performed hereunder and under such documents and instruments to be delivered on or before the date hereof and shall also be subject to the delivery of an opinion of Fishback, Dominick, Bennet, Ardaman, Ahlers, Langley & Geller LLP, counsel to the Borrower ("Borrower's Counsel"), addressed to at least the Purchaser, in substantially the form attached hereto as Exhibit "G" attached hereto

6. The Closing. At [\_\_\_\_\_ a.m.], local time, July 9, 2019, or at such later time or on such later date as may be agreed upon by the Borrower and the Purchaser (such date herein called the "Closing Date"), the Borrower shall, subject to the terms and conditions hereof, deliver the 2019 Bond to the Purchaser, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Purchaser shall accept such delivery and pay the purchase price of the 2019 Bond as set forth in Paragraph 1 hereof in Federal funds to the order of the Borrower or as may otherwise be instructed in writing by the Borrower (such delivery of and payment for the 2019 Bond herein called the "Closing"); provided, however, any change in date requested by the Borrower, shall be in the sole discretion of the Purchaser. The Closing shall occur at the offices of the Borrower in Winter Park, Florida, or such other place as shall have been mutually agreed upon by the Borrower and

the Purchaser. The 2019 Bond shall be prepared and delivered as a fully registered bond in the definitive form included in the Supplemental Resolution.

7. Closing Conditions. The Purchaser is entering into this Agreement in reliance upon the representations, warranties and agreements of the Borrower contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the date hereof and on the Closing Date, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligation under this Agreement to purchase, to accept delivery of and to pay for the 2019 Bond shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the date of execution hereof and at the Closing, the Bond Resolution (including the Supplemental Resolution) shall have been duly approved and adopted or enacted, as applicable, by the Borrower, shall be in full force and effect, the Supplemental Resolution shall not have been amended or modified subsequent to the date of its adoption or enactment and the Bond Resolution shall not have been amended or modified, subsequent to the adoption or enactment, as applicable, of the Supplemental Resolution, except to the extent the Purchaser shall have given its prior written consent thereto.

(b) At the Closing, there will be no pending or, to the knowledge of the Borrower, threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the 2019 Bond, or the collection or application of the Net Revenues or in any way contesting or affecting the validity or enforceability of the 2019 Bond, the Resolution (including the Supplemental Resolution) or this Agreement or contesting in any way the proceedings of the Borrower taken with respect thereto, or contesting in any way the due existence or powers of the Borrower or the title of any of the members or officials of the Borrower, or that would materially adversely affect the operations or condition (financial or otherwise) of the Borrower, and the Purchaser will receive the certificate of the Borrower to the foregoing effect, or opinions of Counsel to the Borrower that any such litigation is without merit.

(c) At the Closing, the Purchaser shall receive all of the applicable documents required to be delivered by the Bond Resolution for the issuance of bonds thereunder and, in addition, the following documents, each dated as of the Closing:

(i) The opinion of Greenberg Traurig, P.A., Bond Counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit "C" attached hereto;

(ii) An opinion of Borrower's Counsel, addressed to at least the Purchaser, in substantially the form attached hereto as Exhibit "D" attached hereto;

(iii) A certificate dated the Closing Date, signed by the Mayor of the Borrower, or other appropriate official satisfactory to the Purchaser, to the effect that, to the best knowledge of such individual, (A) the representations of the Borrower herein are true and correct in all material respects as of the Closing Date; (B) the Borrower has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under this Agreement and the Resolution, as of the Closing Date; and (C) there is no litigation pending or threatened (1) to restrain or enjoin the issuance or delivery of the 2019 Bond, (2) in any way contesting or affecting any authority for the

issuance of the 2019 Bond or the validity of the 2019 Bond, the Resolution or this Agreement, (3) in any way contesting the existence or powers of the Borrower, (4) to restrain or enjoin the collection of the Net Revenues or the application thereof to make the payments on the 2019 Bond, or (5) that would materially adversely affect the operations or condition (financial or otherwise) of the Borrower;

(iv) Copies of the Bond Resolution and the Supplemental Resolution certified by the Clerk of the Borrower as being complete and in full force and effect.

(v) The original fully executed 2019 Bond.

(d) At the Closing the Purchaser shall deliver to the Borrower the Purchaser's Investment Certificate in the form attached hereto as Exhibit "E" attached hereto, executed on behalf of the Purchaser.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are fully completed and executed by all required parties in the form specified herein or are otherwise in form and substance satisfactory to the Purchaser and its counsel.

If the conditions to the obligations of the Purchaser to purchase, to accept delivery of and to pay for the 2019 Bond contained in this Agreement are not satisfied, or if the obligations of the Purchaser to purchase, to accept delivery of and to pay for the 2019 Bond shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Borrower shall be under any further obligation hereunder, except that the respective obligations of the Borrower and the Purchaser set forth in Paragraphs 3 and 8 hereof shall continue in full force and effect.

8. Expenses. The Purchaser shall be under no obligation to pay, and the Borrower shall pay, such expenses incident to the issuance of the 2019 Bond and the performance of the Borrower's obligations hereunder, including, but not limited to the following expenses: (i) the cost of preparing the Resolution (including the Supplemental Resolution) and the 2019 Bond; (ii) the fees and disbursements of the Bond Counsel and Counsel to the Borrower; (iii) the fees and disbursements of the financial advisor to the Borrower; and (iv) the fees and disbursements of any experts, accountants, consultants or advisors retained by the Borrower. The Borrower shall pay the fee of counsel to the Purchaser in the amount of \$9,500 on the date hereof and \$10,000 on the earlier of the Closing Date or the date on which a Break Funding Event occurs. If an event described in Paragraph 3(c) hereof shall occur, the Purchaser, and not the Borrower, shall be responsible for the balance of \$10,000 payment due its counsel.

9. Waiver of Jury Trial; Venue. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other document executed in connection herewith or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver, (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other documents contemplated hereby by, among other things, the mutual waivers and certifications in this section and (c) certifies that this waiver is knowingly, willingly and voluntarily made. In the event of any legal proceedings arising out of or related to the 2019

Bond or this Agreement, the Borrower and the Purchaser consent to the jurisdiction and venue of any court located in Orange County, Florida.

10. Counterparts. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

11. Florida Law Governs. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State.

12. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to the Borrower or the Purchaser shall be sent by United States certified mail, first-class postage prepaid, return receipt requested, or by overnight common courier, addressed as follows (unless changed as hereinafter provided):

If to the Borrower:                      City of Winter Park  
   401 South Park Avenue  
   Winter Park, Florida 32789  
  
   Attention: Wes Hamil, Finance Director

If to the Purchaser:                      TD Bank, N.A.  
   301 East Pine Street, Suite 1000  
   Orlando, FL 32801  
  
   Attn: Sterling Harrell, Senior Lender – Middle Market

Upon written notice to the respective parties mentioned above given in the manner provided above, any of the above or subsequent addresses may be changed.

13. Acknowledgment of Risks. Each party represents to the other party:

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into the transaction contemplated hereby and as to whether such transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement or the transaction contemplated hereby.

(ii) Evaluation and Understanding. It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the financial and other risks of this Agreement including but not limited to the obligation to make the Breakage Payment described in Section 3 hereof and the calculation of which is set forth on Exhibit "B" attached hereto.

[Signature page follows]



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

TD BANK, N.A.

By: \_\_\_\_\_  
Name: Sterling Harrell  
Title: Senior Lender – Middle Market

CITY OF WINTER PARK, FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Forward Delivery Bond Purchase Agreement]

## EXHIBIT "A"

### FORM OF PURCHASER'S DISCLOSURE LETTER

TD Bank, N.A. (the "Purchaser"), as purchaser of the herein defined 2019 Bond, has negotiated with the City of Winter Park, Florida (the "Borrower"), its Electric Refunding Revenue Bond, Series 2019 (the "2019 Bond"), in the aggregate principal amount of \$\_\_\_\_\_. Prior to the award of the 2019 Bond, the following information is hereby furnished to the Borrower:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Purchaser in connection with its purchase of the 2019 Bond (such fees and expenses to be paid by the Borrower):

Holland & Knight: \$19,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with its purchase of the 2019 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Borrower, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Borrower and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the 2019 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The 2019 Bond is being issued to finance: (i) the costs of refunding the Borrower's Electric Refunding Revenue Bonds, Series 2009A and Electric Refunding Revenue Bonds, Series 2009B, maturing on and after October 1, 2019, and (ii) the costs of issuing the 2019 Bond.

Unless earlier redeemed, the 2019 Bond is expected to be repaid by October 1, 2035, at a fixed rate of interest equal to 3.48%, with total interest paid over the life of the 2019 Bond, based upon the assumption that the 2019 Bond will be issued on July 9, 2019, estimated to be \$\_\_\_\_\_.

The 2019 Bond will be secured solely by and payable solely from a lien upon and pledge of all net revenues of the System (the "Pledged Revenues"), as the Pledged Revenues are more particularly described in Resolution No. 1898-05 adopted by the Borrower on May 9, 2005, as supplemented by an ordinance and resolution enacted and adopted, respectively, on November 26, 2018 (collectively, the "Resolution"). The 2019 Bond is on a parity in all respects as to lien on, source of and security for payment from the Pledged Revenues with the other Outstanding Bonds, as such terms are defined in the Resolution. Based upon an assumption

that the 2019 Bond will be issued July 9, 2019, issuance of the 2019 Bond is estimated to result in an annual average of approximately \$\_\_\_\_\_ (average annual debt service) of revenues of the Borrower not being available to finance the services of the Borrower during the life of the 2019 Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.  
301 East Pine Street, Suite 1000  
Orlando, FL 32801  
Attn: Sterling Harrell

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 4<sup>th</sup> day of December, 2018.

TD BANK, N.A.

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

Name: Sterling Harrell

Title: Senior Lender - Middle Market

[Signature Page to Purchaser's Disclosure Certificate]

## EXHIBIT "B"

### BREAKAGE FEE PROVISIONS

Except as otherwise provided in Section 3(c) of the Forward Delivery Bond Purchase Agreement, upon the occurrence of a Break Funding Event the Borrower shall pay the Purchaser a Breakage Payment in an amount equal to the sum of: the difference between (A)(i) and (A)(ii) below, which amount shall not be less than zero, plus (B) below. Unless a Break Funding Event shall have occurred, if the Purchaser does not purchase the 2019 Bond on the Closing Date for any reason for which it is not permitted to do so under Forward Delivery Bond Purchase Agreement, then the Purchaser shall pay the Borrower a Breakage Payment in an amount equal to the sum of: the inverse of any amount less than zero equal to the difference between (A)(i) and (A)(ii) below, plus (B) below.

(A) is

(i) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Final Maturity Date, each of which amounts is equal to the product of (a) the Affected Principal Amount for the Affected Principal Period ending on that Scheduled Date, times (b) the Reference Rate, times (c) the Day Count Fraction for such Affected Principal Period,

minus

(ii) the sum of the present values of a series of amounts computed for each Scheduled Date after the Termination Date through the Final Maturity Date, each of which amounts is equal to the product of (a) the Affected Principal Amount for the Affected Principal Period ending on the Scheduled Date, times (b) the Termination Rate, times (c) the Day Count Fraction for such Affected Principal Period,

where:

(I) the Calculation Agent computes such present values by discounting each such series of amounts described in clause (i) and (ii) above from their respective Scheduled Date to the Termination Date using a series of discount factors corresponding to those Scheduled Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Termination Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts;

(II) the "Affected Principal Amount" for an Affected Principal Period is the principal amount of the 2019 Bond reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the relevant Termination Date by the reference to such Schedule of Principal Amounts before giving effect to any Termination on that Termination Date, and for any Termination, multiplying each such principal amount times the Termination Fraction;

(III) the "Affected Principal Period" is each period from and including a Scheduled Date to but excluding the next succeeding Scheduled Date; provided, however, if the Termination Date is not a Scheduled Date, the initial Affected Principal Period shall be the period from and including the Termination Date to but excluding the next succeeding Scheduled Date and the Affected Principal Amount

for such initial Affected Principal Period shall be the amount stated in the Schedule of Principal Amounts Outstanding for the Scheduled Date next preceding the Termination Date;

(IV) the "Termination Fraction" means, for each Scheduled Date, a fraction the numerator of which is the amount of the credit to be applied pursuant to the applicable provisions of the 2019 Bond and the Forward Delivery Bond Purchase Agreement to reduce the amount of the payment otherwise due on such date and the denominator of which is the amount of the payment otherwise due on such date (without regard to such credit); and

(V) the "Termination Rate" means, for any Termination Date, the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as fixed rate payors on a monthly basis in return for receiving one-month LIBOR-based payments monthly under interest rate swap transactions that would commence on such Termination Date, and mature on, or as close as commercially practicable to, the Final Maturity Date;

And (B) is:

(i) ten basis points (0.10%) times (ii) the number of days from the Preliminary Closing Date set forth in the Forward Delivery Bond Purchase Agreement to the Termination Date divided by 360, times (iii) the principal portion of the payments represented by the 2019 Bond affected by such Termination.

The Calculation Agent shall determine the Breakage Payment hereunder in good faith and the Calculation Agent's determination shall be conclusive and binding in the absence of manifest error or the Borrower demonstrates that the Calculation Agent has erred or used an unreasonable basis for determination of the Breakage Payment. The Breakage Payment shall be paid by the Borrower if the Breakage Payment is a positive number. No Breakage Payment shall be payable for a Termination if the Breakage Payment for that Termination is a negative number. The Borrower may pay the Breakage Payment from any source of funds of the Borrower, within its sole discretion, legally available for such purposes; however, the obligation of the Borrower hereunder to pay the Breakage Payment shall constitute only an unsecured limited obligation of the Borrower payable solely from legally available Pledged Tax Incremental Revenues.

The definitions in the Forward Delivery Bond Purchase Agreement shall apply; however, for purposes of this Exhibit B, the following additional terms shall have the following meanings ascribed thereto:

"Calculation Agent" means TD Bank, N.A. is unable or unwilling to calculate the Breakage Payment, the Calculation Agent shall be an independent financial advisor or investment banker appointed by the Borrower with the consent of the Purchaser.

"Day Count Fraction" is the anticipated basis on which interest is to be computed on the 2019 Bond. The Day Count Fraction utilizes a 360-day year and consisting of twelve 30-day months.

"Final Maturity Date" means October 1, 2035.

"Interest Payment Frequency" is the anticipated frequency of interest payments on the 2019 Bond. The Interest Payment Frequency is semi-annual, with interest to be paid on April 1 and October 1 of each year, commencing October 1, 2019.

"LIBOR" means the London Interbank Offered Rate.

"Reference Rate" means 3.48%.

"Scheduled Date" means each date specified on Schedule I hereto in the columns labeled Scheduled Date.

"Schedule of Principal Amounts" is the anticipated principal amount of the 2019 Bond scheduled to be outstanding on the date the 2019 Bond is funded and on the Scheduled Date. The Schedule of Principal Amounts for the Scheduled Dates is specified in Schedule I hereto.

"Termination" means the failure to deliver and close on the purchase of the 2019 Bond on the Closing Date as set forth in the Forward Delivery Bond Purchase Agreement in whole or in part as a result of a Break Funding Event of the Borrower or failure to purchase the Bond on the Closing Date by the Borrower.

"Termination Date" means the Closing Date as set forth in the Forward Delivery Bond Purchase Agreement or such earlier date upon which the Borrower notifies the Purchaser in writing, which notice shall be irrevocable, that the Borrower has determined that the 2019 Bond shall not be issued, acknowledging the same to be a Termination and specifying the effective date of such Termination (which date shall not be later than the date of the Closing Date set forth in the Forward Delivery Bond Purchase Agreement, and which shall be deemed to be the Closing Date if no earlier effective date is specified).

**SCHEDULE I**

**SCHEDULE OF PAYMENT DATES AND PRINCIPAL AMOUNTS**

<u>Scheduled Date</u>	<u>Principal Amount Due</u>	<u>Schedule of Principal Amounts</u>
	\$	\$



EXHIBIT "C"

FORM OF BOND COUNSEL OPINION

EXHIBIT "D"

FORM OF BORROWER COUNSEL OPINION

July \_\_, 2019

City of Winter Park, Florida  
Winter Park, Florida

TD Bank  
301 East Pine Street, Suite 1000  
Orlando, Florida 32801

Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, Florida 329801

RE: \$\_\_\_\_\_ City of Winter Park, Florida Electric Refunding Revenue  
Bond, Series 2019

Ladies and Gentlemen:

We have served as City Attorney to the City of Winter Park, Florida (the "City") in connection with the issuance of its \$\_\_\_\_\_ City of Winter Park, Florida Electric Refunding Revenue Bond, Series 2019 (the "Bond"). The Bond is being issued pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes, as amended; Chapter 86, Article III, of the Code of Ordinances of the City (the "Act"), Resolution No. 1898-05 adopted by the City on May 9, 2005 (the "Original Bond Resolution"), Ordinance No. \_\_\_\_\_ enacted by the City on November 26, 2018, and Resolution No. \_\_\_\_\_ adopted by the City on November 26, 2018 (the Original Bond Resolution, Ordinance No. \_\_\_\_\_ and Resolution No. \_\_\_\_\_ are collectively referred to herein as the "Bond Resolution") and other applicable provisions of law. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Resolution.

In rendering the opinions set forth herein, we have also reviewed the Constitution and laws of the State of Florida, particularly Chapter 166, Parts I and II, Florida Statutes, the Code of Ordinances of the City, and such other State of Florida and City laws, documents, proofs and proceedings as we have deemed necessary as a basis for the opinions hereinafter expressed. Further, in giving the opinions expressed below, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction (including but not limited to the laws of the United States) other than the State of Florida and the City. Our opinions set forth in this letter are limited to the laws of the State of Florida and the transaction contemplated by the Bond Resolution. We are admitted to the practice of law only in the State of Florida and we express no opinion with respect to the laws of any other state or jurisdiction.

Certain provisions of the Bond and related documents and instruments may not be enforceable in whole or in part under the laws of the State of Florida as the availability of the remedy of specific performance or of any injunctive relief or of self-help or of any other equitable remedy is subject to the discretion of the court; provided, however, in our judgment, the application of such matters will not make the Bond inadequate for the practical realization of the benefits or security approved by such documents under the terms thereof, except to the extent that any party incurs costs or damages resulting from any delay in the practical realization of such benefits or security. Further, Florida Courts may not enforce the waiver of certain defenses, the waiver of stay and extension laws and other exemption and redemption rights, or

the waiver of other rights on the part of the City to the extent that a Florida Court might find any waiver of the same invalid as being against public policy or otherwise inapplicable to such parties; but, in our opinion, such limitation on the availability or enforceability of such waiver provisions contained in the Bond does not render other remedies available pursuant to the provisions of the Bond or by law inadequate for the practical realization of the benefits or security afforded by such documents, except to the extent that the any party incurs cost or damage resulting from any delay in the practical realization of its benefits or security. Also, Florida courts may not strictly enforce certain covenants contained in the Bond or allow acceleration of the maturity of the indebtedness secured by the Bond if such enforcement or acceleration would be unreasonable under the then existing circumstances. We do believe, however, that, subject to the limitations expressed elsewhere in this opinion, enforcement or acceleration would be available if a default occurs as a result of a material breach of a material covenant contained in the Bond.

We render no opinion concerning the determination of taxability of any issued Bond. We render no opinion on the Federal and State of Florida tax-exempt status of the interest income, documentary taxes and intangible taxes arising from the Bond and this transaction. We render no opinion concerning state and federal securities laws or registration requirements, including without limitation, federal or state registrar or blue-sky laws. We render no opinion on any tax-related document or matters related to the transaction contemplated by the Bond and related documents and instruments. We are not the Bond Counsel for this transaction, thus this opinion letter is not and shall not constitute the Bond Counsel opinion pursuant to the Bond and related documents and instruments. We render no opinion concerning the City's financial stability, revenues, expenses, existing bonds and obligations, and financial ability to make payments under the Bond, and the City's other bonds and obligations. We render no opinion concerning the perfection and priority of any lien or security interest.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Bond Resolution and in the certified proceedings and other certifications and statements of City officials and employees furnished to us, without undertaking to verify the accuracy, completeness, adequacy, or fairness of such statements by independent examination, investigation, inspection or inquiry. We have not undertaken independent audit, examination, investigation, inspection or inquiry of such matters or any other statements and certifications made by the City and its officials, employees and agents, and we have relied solely on the representations, facts, and circumstances described in such proceedings, statements and certifications.

We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals, the conformity to original documents submitted as copies and that all documents and instruments have been executed in the exact form submitted to us for review. Except for the documents and instruments specifically referenced in the numbered paragraphs below, we express no opinion concerning any other agreements, instruments, and documents related or unrelated to the transaction contemplated by the Bond.

Whenever in this opinion a matter is limited by the term "to the best of our knowledge," such statement is deemed to refer to our actual knowledge and excludes imputed knowledge, and we disclaim any duty to verify the same by independent investigation.

This opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Bond. In addition, we have not been engaged

to and, therefore, do not express any opinion as to compliance by the City with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Bond.

Based upon and subject to the foregoing and the qualifications, limitations, exceptions and assumptions set forth herein, we are of the opinion that as of the date of this letter, that:

1. the City is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Florida, with full legal right, power and authority to adopt or enact, as applicable, the Bond Resolution, to issue the Bond, to perform its obligations under the Bond, the Bond Resolution, the Escrow Deposit Agreement dated as of \_\_\_\_\_ by and between the City and \_\_\_\_\_, as Escrow Agent (the "Escrow Deposit Agreement") and to consummate the transactions contemplated by such instruments;

2. the Bond Resolution has been duly enacted or adopted, as applicable, by the City at a duly convened public meeting following proper public notice, has not been amended or repealed and is in full force and effect, and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms;

3. the Original Bond Resolution was adopted at duly called public meetings following proper public notice, and have not otherwise been amended or repealed and are in full force and effect as of the date hereof;

4. the Bond and the Escrow Deposit Agreement have been duly authorized, executed and delivered by the City and constitute valid and binding obligations of the City enforceable in accordance with their respective terms (except to the extent that enforceability of the rights and any remedies may be limited by applicable bankruptcy or insolvency laws or other laws affecting creditors' rights generally or by usual equity principles, from time to time in effect);

5. the enactment or adoption, as applicable, of the Bond Resolution, and the authorization, execution and delivery of the Bond and the Escrow Deposit Agreement and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution;

6. all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations under the Bond Resolution, the Escrow Deposit Agreement and the Bond have been obtained and are in full force and effect;

7. there is no litigation pending against the City or, to the best of our knowledge threatened against the City, to restrain or enjoin the issuance or sale of the Bond or wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Bond Resolution or the validity of the Bond Resolution or the Bond;

8. neither the corporate existence nor the title of any of the present City Commission Members and officials thereof to their respective offices is being contested; and

9. the City has complied with all conditions precedent to the issuance of the Bond.

The opinions expressed herein are predicated upon present law (and interpretations thereof), facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof, regardless of whether changes in such facts or laws come to our attention after the delivery hereof. No other opinion should be inferred beyond the matters expressly stated herein. The opinions expressed herein represent professional judgment, and are not a guarantee of result. Delivery of this opinion to parties other than the City, does not create an attorney-client relationship between this firm and such parties.

Respectfully submitted,

FISHBACK, DOMINICK, BENNETT,  
ARDAMAN, AHLERS, LANGLEY &  
GELLER LLP

BY: \_\_\_\_\_  
Daniel W. Langley  
Partner

EXHIBIT "E"

FORM OF PURCHASER'S INVESTMENT CERTIFICATE

City of Winter Park, Florida  
Winter Park, Florida

Re: \$\_\_\_\_\_ Electric Refunding Revenue Bond, Series 2019 (the  
"2019 Bond")

Ladies and Gentlemen:

This letter is being provided in connection with the delivery of the above-referenced 2019 Bond by the City of Winter Park, Florida (the "Borrower") on the date hereof.

1. We are engaged in the business of entering into loan transactions similar to that related to the 2019 Bond.

2. We are not acting as a broker or intermediary and are acquiring the 2019 Bond from the Borrower primarily for our own account (or those of our banking affiliates) for investment purposes and not with a present intent to distribute or resell. We reserve the right to transfer the 2019 Bond or any part thereof or interest therein at any time in our sole discretion in accordance with the terms of the 2019 Bond, but acknowledge the restrictions on transfer contained therein. We are not acquiring the 2019 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

3. We are a national banking association and a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and Regulation D thereunder, and we have sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of taxable and tax-exempt obligations, to be capable of evaluating the merits and risks of our making the loan evidenced by the 2019 Bond.

4. We are able to bear the economic risk of our making the loan evidenced by the 2019 Bond.

5. We acknowledge that the 2019 Bond does not represent a general obligation of the Borrower, the State of Florida or any political subdivision thereof and is not payable from taxes or any moneys provided by or to the Borrower, other than those described in the 2019 Bond and in a Resolution adopted by the Borrower on \_\_\_\_\_, \_\_\_\_\_, as supplemented and amended, including as supplemented by a Resolution adopted by the Issuer on November 26, 2018, pursuant to which the 2019 Bond being issued, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the issuance of the 2019 Bond or shall be deemed to be a covenant, agreement or obligation of any present or future board member, officer or employee of the Borrower in his or her individual capacity. We are aware that our purchase of the 2019 Bond involves various risks.

6. We understand and acknowledge that the 2019 Bond has not been and will not be registered under the Securities Act of 1933, as amended, or the securities or Blue Sky laws of any state and is not listed on any stock or securities exchange.

7. We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the Borrower and the 2019 Bond is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the Borrower, the 2019 Bond and the security therefor.

8. We have received all financial and other information regarding the Borrower that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2019 Bond. We have made our own inquiry into the creditworthiness of the Borrower and the security for the 2019 Bond, we have received all the information that we have requested from the Borrower or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering of the 2019 Bond and the security therefor and the Borrower, and have received, to the best of our knowledge, complete and satisfactory answers to all such questions.

DATED this 9<sup>th</sup> day of July, 2019.

Very truly yours,

TD BANK, N.A., as Purchaser

By: \_\_\_\_\_  
Name: Sterling Harrell  
Title: Senior Lender - Middle Market

[Signature Page to Purchaser's Investment Certificate]

## EXHIBIT "F"

### PREPAYMENTS

The 2019 Bond may be prepaid in whole or in part on any Business Day on or after July 1, 2029 upon at least thirty (30) days' prior written notice to the Registered Owner specifying the amount of prepayment at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date. Any partial prepayment shall be applied in inverse order of maturity, treating amortization installments as maturities.



EXHIBIT "G"

FORM OF BORROWER'S COUNSEL OPINION

December 5, 2018

City of Winter Park, Florida  
Winter Park, Florida

TD Bank  
301 East Pine Street, Suite 1000  
Orlando, Florida 32801

RE: City Attorney Opinion for Forward Delivery Bond Purchase Agreement -  
\$\_\_\_\_\_ City of Winter Park, Florida Electric Refunding Revenue  
Bond, Series 2019

Ladies and Gentlemen:

We have served as City Attorney to the City of Winter Park, Florida (the "City") in connection with the intended issuance of its \$\_\_\_\_\_ City of Winter Park, Florida Electric Refunding Revenue Bond, Series 2019 (collectively, the "Bond"). The Bond is being issued pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes, as amended; Chapter 86, Article III, of the Code of Ordinances of the City (the "Act"), Resolution No. 1898-05 adopted by the City on May 9, 2005 (the "Original Bond Resolution"), Ordinance No. \_\_\_\_\_ enacted by the City on November 26, 2018, and Resolution No. \_\_\_\_\_ adopted by the City on November 26, 2018 (Ordinance No. \_\_\_\_\_ and Resolution No. \_\_\_\_\_ together with the Original Bond Resolution are collectively referred to herein as the "Bond Resolution"), the Forward Delivery Bond Purchase Agreement between the City and TD Bank, N.A. ("Forward Purchase Agreement") and other applicable provisions of law. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Resolution.

In rendering the opinions set forth herein, we have also reviewed the Constitution and laws of the State of Florida, particularly Chapter 166, Parts I and II, Florida Statutes, the Code of Ordinances of the City, and such other State of Florida and City laws, documents, proofs and proceedings as we have deemed necessary as a basis for the opinions hereinafter expressed. Further, in giving the opinions expressed below, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction (including but not limited to the laws of the United States) other than the State of Florida and the City. Our opinions set forth in this letter are limited to the laws of the State of Florida and the transaction contemplated by the Forward Purchase Agreement. We are admitted to the practice of law only in the State of Florida and we express no opinion with respect to the laws of any other state or jurisdiction.

We render no opinion concerning the determination of taxability of any issued Bond. We render no opinion on the Federal and State of Florida tax-exempt status of the interest income, documentary taxes and intangible taxes arising from the Bond and this transaction. We render no opinion concerning state and federal securities laws or registration requirements, including without limitation, federal or state registrar or blue-sky laws. We render no opinion on any tax-related document or matters related to the transaction contemplated by the Bond and related documents and instruments. We are not the Bond Counsel for this transaction, thus this opinion letter is not and shall not constitute the Bond Counsel opinion pursuant to the Bond and related documents and instruments. We render no opinion concerning the City's financial stability, revenues, expenses, existing bonds and obligations, and financial ability to make payments under the Bond, and the City's other bonds and obligations. We render no opinion concerning the perfection and priority of any lien or security interest.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Bond Resolution and in the certified proceedings and other certifications and statements of City officials and employees furnished to us, without undertaking to verify the accuracy, completeness, adequacy, or fairness of such statements by independent examination, investigation, inspection or inquiry. We have not undertaken independent audit, examination, investigation, inspection or inquiry of such matters or any other statements and certifications made by the City and its officials, employees and agents, and we have relied solely on the representations, facts, and circumstances described in such proceedings, statements and certifications.

We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals, the conformity to original documents submitted as copies and that all documents and instruments have been executed in the exact form submitted to us for review. Except for the documents and instruments specifically referenced in the numbered paragraphs below, we express no opinion concerning any other agreements, instruments, and documents related or unrelated to the transaction contemplated by the Bond or the Forward Purchase Agreement.

Whenever in this opinion a matter is limited by the term "to the best of our knowledge," such statement is deemed to refer to our actual knowledge and excludes imputed knowledge, and we disclaim any duty to verify the same by independent investigation.

This opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the Forward Purchase Agreement or the sale or delivery of the Bond. In addition, we have not been engaged to and, therefore, do not express any opinion as to compliance by the City with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Bond.

Based upon and subject to the foregoing and the qualifications, limitations, exceptions and assumptions set forth herein, we are of the opinion that as of the date of this letter, that:

(A) the City is a body corporate and politic duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt or enact, as applicable, the Bond Resolution and to enter into the Forward Purchase Agreement;

(B) the City has duly adopted or enacted, as applicable, the Bond Resolution, and has duly authorized, executed, and delivered the Forward Purchase Agreement, and assuming the due authorization, execution, and delivery by the other parties thereto, the Forward Purchase Agreement and the Bond Resolution constitutes the legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' or tenants' rights generally, the application of equitable principles, and the exercise of judicial discretion;

(C) to the best of our knowledge, the City is not in material breach of or material default under any applicable constitutional provision, law, or administrative regulation of the State or the United States relevant to the transaction contemplated by the Forward Transaction Agreement, or to the best of our knowledge, any applicable judgment or decree or any loan agreement, indenture, bond, note, material resolution, material agreement, or other material instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, and no event has occurred and is

continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument;

(D) the execution and delivery of the Forward Purchase Agreement and the adoption of the Bond Resolution and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan, agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, and any such execution, delivery, adoption, or compliance will not result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any such law, regulation, or instrument, except as expressly provided by the Bond Resolution;

(E) the Bond Resolution has been duly and lawfully adopted or enacted, as applicable, by the City, are in full force and effect, and have not been altered, amended, or repealed since their adoption or enactment dates;

(F) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending against the City before or by any court, government agency, public board, or body, or to the best of our knowledge, threatened against the City wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transaction contemplated by the Bond Resolution or the Forward Purchase Agreement, or the validity of the Forward Purchase Agreement or the Bond Resolution; and

(G) all authorizations, consents, approvals, and reviews of governmental bodies or regulatory authorities then required for the City's adoption, execution, or performance of its obligations under the Bond Resolution and the Forward Purchase Agreement have been obtained or effected and there is no reason to believe that the City will be unable to obtain any such approvals, consents, authorizations, and reviews required by the Closing Date contemplated by the Forward Purchase Agreement.

The opinions expressed herein are predicated upon present law (and interpretations thereof), facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof, regardless of whether changes in such facts or laws come to our attention after the delivery hereof. No other opinion should be inferred beyond the matters expressly stated herein. The opinions expressed herein represent professional judgment, and are not a guarantee of result. Delivery of this opinion to parties other than the City, does not create an attorney-client relationship between this firm and such parties.

Respectfully submitted,

FISHBACK, DOMINICK, BENNETT,  
ARDAMAN, AHLERS, LANGLEY &  
GELLER LLP

BY: \_\_\_\_\_  
Daniel W. Langley  
Partner



# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Planning	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## subject

Request of Benjamin Parters, LTD: (2)

- Ordinance - Amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1308 Loren Avenue. (2)
- Ordinance - Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) district zoning to Orange County Planned Development (PD) district zoning on the property at 1308 Loren Avenue. (2)

## motion / recommendation

Recommendation to approve the two Ordinances to change the Future Land Use and Zoning designations of 1308 Loren Avenue.

## background

This public hearing is to re-designate one property, 1308 Loren Avenue, recently purchased by the Ravaudage development from Low Density Residential to Orange County Planned Development. The Comprehensive Plan provides via Policy 1-M-6 (below) that when out-parcels are added to the Ravaudage development, they may be granted the same future land use and zoning designations as for the entire project.

**Policy 1-M-6: Future Enclave & Out-Parcel Additions to the Ravaudage Planned Development.** Any future acquisitions and additions to the Ravaudage PD of enclave or out-parcel properties may, at the discretion of the City, be added to the Ravaudage PD and regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

As you are aware, the City does not have any Planned Development Future Land Use designation or PD zoning that approximates the Orange County PD designations. Thus in the Annexation Agreement and the Comprehensive Plan, the use of the

Orange County land use designations is provided for.

This property at 1308 Loren Avenue is a single lot (62.5 by 132.5) of 8,281 square feet. It will potentially add some entitlements of commercial or residential but the residential entitlements (two additional units) would be the same as now permitted by the R-2 zoning.

In accordance with the Comprehensive Plan, these two ordinances would change the Low Density Residential future land use designation and corresponding R-2 zoning to Orange County Planned Development future land use and the corresponding Orange County Planned Development (PD) zoning.

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

ATTACHMENTS:

Description

Backup

Upload Date

11/13/2018

Type

Cover Memo

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO AN ORANGE COUNTY PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATION ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the subject property has requested a Comprehensive Plan future land use map amendment and such designation meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed future land use change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the Comprehensive Plan future land use change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" and the Future Land Use Map is hereby amended so as to change the Future Land Use designation of Low Density Residential to Orange County Planned Development on the property at 1308 Loren Avenue, more particularly described as follows:

THE SOUTH 37.5 FT OF LOT 5 & THE NORTH 25 FT OF LOT 4 IN BLOCK "P" & EAST 1/2 OF THE VACATED R/W PER ORDINANCE NO. 3105-18 LYING WEST THEREOF IN THE HOME ACRES SUBDIVISION AS RECORDED IN PLAT BOOK "M", PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND AS IDENTIFIED BY PROPERTY TAX ID#01-22-29-3712-16-051

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

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mayor Steve Leary

Attest:

---

City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING TO ORANGE COUNTY PLANNED DEVELOPMENT (PD) DISTRICT ZONING ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the subject property has requested a Zoning map amendment consistent with the Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Low Density Residential (R-2) District to Orange County Planned Development (PD) district on the property at 1308 Loren Avenue, more particularly described as follows:

THE SOUTH 37.5 FT OF LOT 5 & THE NORTH 25 FT OF LOT 4 IN BLOCK "P" & EAST 1/2 OF THE VACATED R/W PER ORDINANCE NO. 3105-18 LYING WEST THEREOF IN THE HOME ACRES SUBDIVISION AS RECORDED IN PLAT BOOK "M", PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND AS IDENTIFIED BY PROPERTY TAX ID#01-22-29-3712-16-051

The Property shall become a part of and subject to the existing Ravaudage Planned



Development (PD).

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

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mayor Steve Leary

Attest:

---

City Clerk








## 1308 LOREN AVENUE

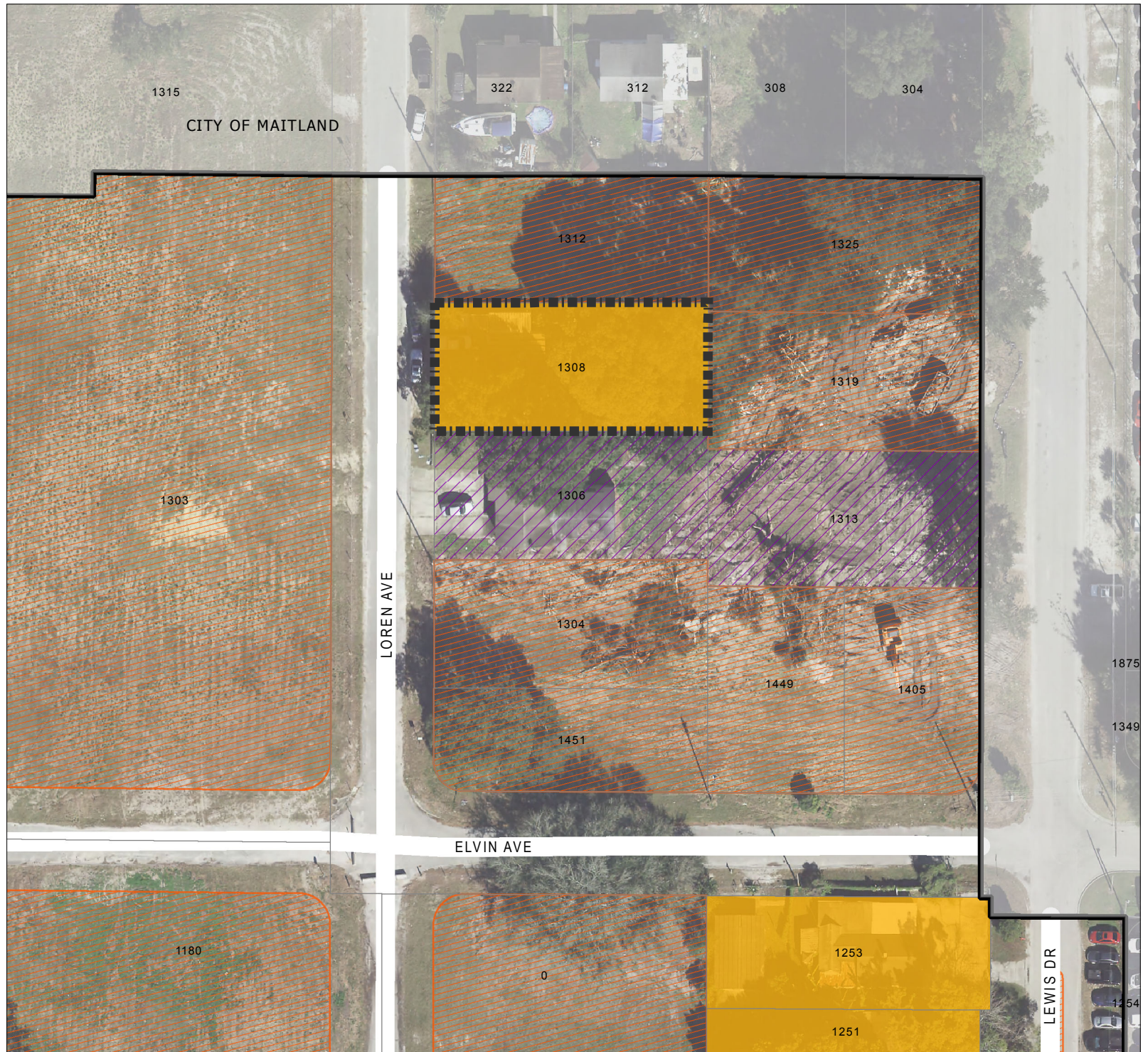
### Future Land Use Map

City of Winter Park  
Florida

#### LEGEND

##### Future Land Use

-  High Density PD-2
-  OC PD
-  Low Density Residential







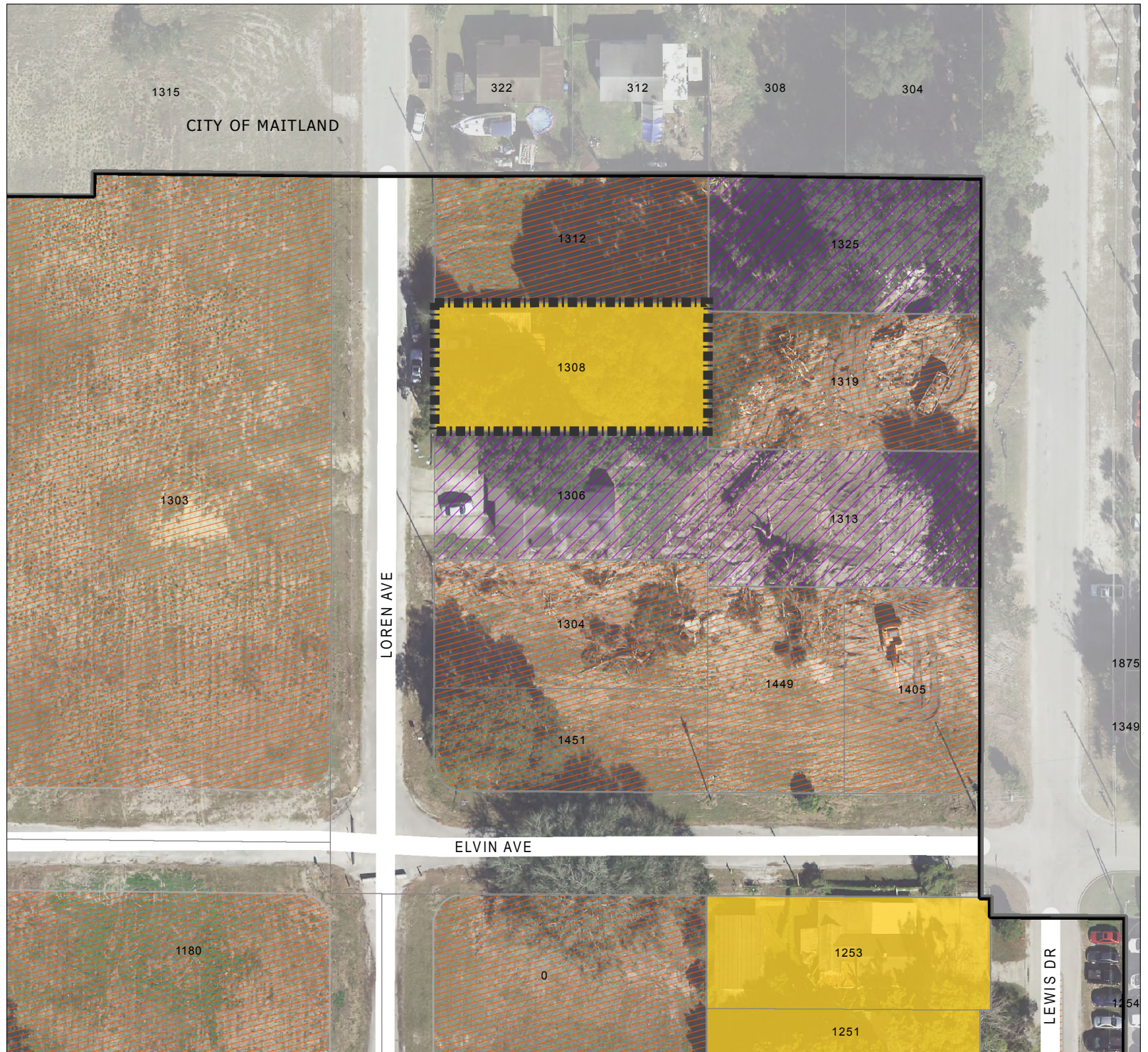
## 1308 LOREN AVENUE Zoning Map

City of Winter Park  
Florida

### LEGEND

#### Zoning

-  OC PD
-  PD-2
-  R-2







# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Planning/MGR	approved by	City Manager, City Attorney
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request for an extension of the Conditional Use approval at 345 Carolina Avenue

## **motion / recommendation**

Staff recommendation is for approval of the extension, as requested. The City would like to see the demolition of the existing teller building and replacement with this new building. However, this is a \$3 million dollar building project and it is understandable that the new bank needs some time to build their business.

## **background**

This public hearing is to consider a request from Winter Park National Bank to extend, for an additional three years, the Conditional Use approval granted for the 3-story office building with one drive-in teller at 345 Carolina Avenue, that was approved on August 28, 2017. (See plans and materials attached) Conditional Uses expire after two years. The applicant, Winter Park National Bank, would like the Conditional Use extended for an additional 3 years past the expiration next August, 2019 until August 28, 2022.

The City has undertaken a display advertisement, legal advertisement and mailed 217 notices to all property owners within 1,500 feet of the property. The rationale for this request from the current owner is attached.

This is a project that was in compliance with all the Zoning Code requirements including setbacks, building heights and parking. The original approval was to Mr. Larry Williams, who is the owner of the adjacent 3-story office building at 201 N. New York Avenue. This property and building project has since been sold to Winter Park National Bank who occupies the first floor of the 201 N. New York Avenue building.

## **alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

Description

Backup Materials

Upload Date

11/14/2018

Type

Backup Material



# Public Hearing

## NOTICE OF REQUEST TO EXTEND A CONDITIONAL USE APPROVAL AT 345 CAROLINA AVENUE

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that public hearings will be held by the City Commission on Monday, November 26, 2018, at 3:30 p.m. and on Monday, December 10, 2018 at 3:30 pm in the Commission Chambers of City Hall at 401 S. Park Ave., Winter Park, Florida, 32789, to consider a request to extend the conditional use approval granted for 345 Carolina Ave. for a three-story office building with one bank drive-in teller, zoned C-3.

Copies of the proposed development plans are available now for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., and beginning Tuesday, November 20, 2018, on the city's website at [cityofwinterpark.org](http://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 & Community Development Department at 407-599-3453, 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.

GODBOLD, DOWNING, BILL & RENTZ

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

TELEPHONE (407) 647-4418

222 WEST COMSTOCK AVENUE

SUITE 101

WINTER PARK, FLORIDA 32789

FACSIMILE (407) 647-2089

October 2, 2018

Mr. Jeffrey Briggs, Manager Planning & Community Development  
City of Winter Park  
401 Park Avenue, South  
Winter Park, Florida 32789

Re: Conditional Use Approval to redevelop the former SunTrust drive in teller location at 345 Carolina Avenue with a new three story office building of 9,926 square feet and including one bank drive through teller (the "Conditional Use")

Dear Jeff:

As you are aware, our client, Winter Park National Bank, has acquired the real property which is subject to the Conditional Use, together with all approved plans and approvals from the City of Winter Park. I have attached for your convenience a copy of the Conditional Use Approval, together with copy of the vesting deed.

It was, and still is, our client's intent to develop and construct the three story office building as allowed under the Conditional Use pursuant to the development and construction plans currently approved by the City. As a fairly new start up bank, they would like to continue to build their business to a reasonable level before commencing construction of the bank/office building contemplated in the Conditional Use. In the interim, they will continue to utilize one, or possibly two, drive in teller lanes currently located on the Property. In light of their delay in developing and constructing the building, we would like to request an additional three year extension as allowed under the City of Winter Park Land Development Code. The extension would commence upon expiration of the current expiration date which is two years from the date of approval, August 28, 2017.

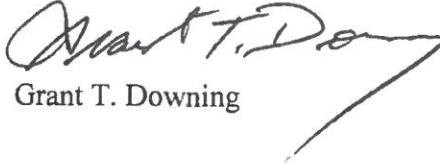
We would like to proceed with this extension as soon as possible. Please let me know what, if any, additional items you need in order to process this request. If there are fees required, please let me and we will deliver a check as soon as possible.

Mr. Jeffrey Briggs  
October 2, 2018

---

As always, thank you for assistance.

Sincerely yours,



Grant T. Downing

GTD/klh  
encls.  
cc: Sid Cash (via email)



*City Commission Minutes  
August 28th CV Approval*

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 Second Reading

Attorney Ardaman read the ordinance by title.

**Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Mayor Leary.** No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. The motion carried unanimously with a 4-0 vote (Commissioner Weldon was absent).**

- b. RESOLUTION NO. 2192-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING 1167 LAKEVIEW DRIVE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES

Attorney Ardaman read the resolution by title. Brooks Weiss, City Architect, explained the delay with this because of waiting to resolve the purchase of the property.

**Motion made by Commissioner Cooper to adopt the resolution; seconded by Commissioner Sprinkel.** No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. The motion carried unanimously with a 4-0 vote. (Commissioner Weldon was absent).**

- c. Request of the Albertson-Williams Partnership II: Conditional Use Approval to redevelop the former Sun Trust drive-in teller location at 345 Carolina Avenue with a new Three-Story Office Building of 9,926-Square-Feet and including one bank Drive-Thru Teller Lane, Zoned Office (O-1)

City Planner Jeff Briggs explained the location, the building size, complies with the FAR, the parking spaces needed, variances for the height because of the roof slope, other building heights surrounding this building, the elevation, and the positive recommendation from the Planning and Zoning Board.

**Motion made by Commissioner Cooper to approve the request with the comments incorporated by the Planning and Zoning Board (that the project be restricted to a non-interior illuminated monument sign and non-interior illuminated wall signage in conformance with the CBD façade design**

**guidelines); seconded by Commissioner Seidel.** No public comments were made.

**Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. The motion carried unanimously with a 4-0 vote. (Commissioner Weldon was absent).**

- d. Request of the City of Winter Park to Amend the "Comprehensive Plan" Future Land Use Map to change from Institutional to Open Space and Recreation Future Land Use Designation, and to Amend the Official Zoning Map from Public, Quasi-Public (PQP) to Parks and Recreation (PR) District Zoning on the Property Located Between 652 and 700 West Morse Boulevard

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF INSTITUTIONAL TO OPEN SPACE AND RECREATION ON THE PROPERTY LOCATED BETWEEN 652 AND 700 WEST MORSE BOULEVARD, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE First Reading

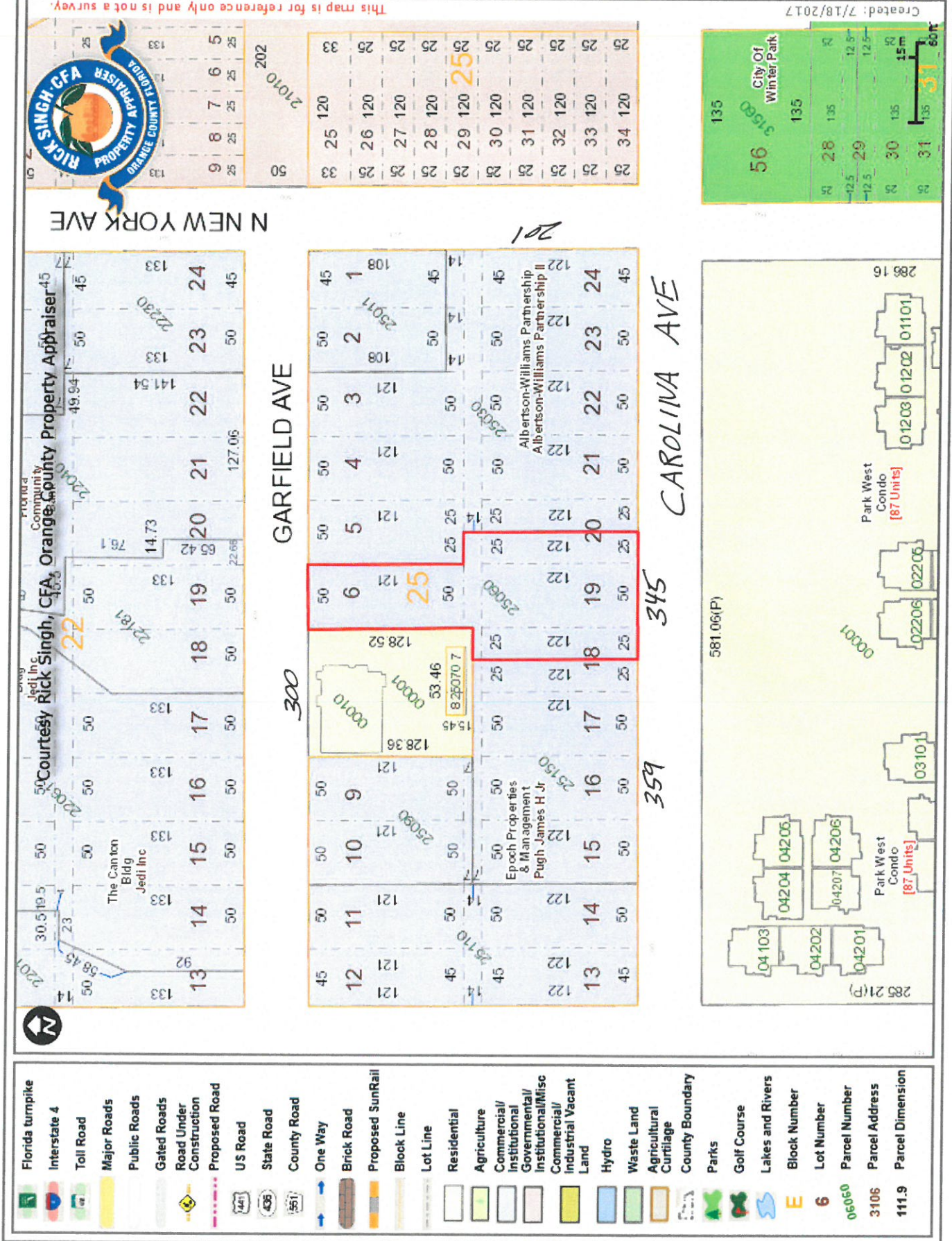
AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE PUBLIC, QUASI-PUBLIC (PQP) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY LOCATED BETWEEN 652 AND 700 WEST MORSE BOULEVARD, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read both ordinances by title. Planning Manager Jeff Briggs explained the intent and the sale conditioned was on this becoming Parks and Recreation zoning. No public comments were made.

**Motion made by Commissioner Sprinkel to accept the first ordinance on first reading; seconded by Mayor Leary. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. The motion carried unanimously with a 4-0 vote. (Commissioner Weldon was absent).**

**Motion made by Commissioner Sprinkel to accept the second ordinance on first reading; seconded by Commissioner Cooper. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. The motion carried unanimously with a 4-0 vote. (Commissioner Weldon was absent).**



















# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Planning/MGR	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructure		

## subject

Request of the City of Winter Park:

- Ordinance - Amending Chapter 58 "Land Development Code" Article, I, "Comprehensive Plan" and the Future Land Use map as to change the Medium Density Residential Future Land Use designation to an Open Space and Recreation with Conservation Overlay Future Land Use designation on the 3.12 acres of property located at 2899 Temple Trail, on the east side of Temple Trail adjacent to Howell Creek, more particularly describe herein. (1)
- Ordinance - Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map as to change Medium Density Multi-Family Residential (R-3) district zoning to Parks and Recreation (PR) district zoning on the 3.12 acres of property located at 2899 Temple Trail on the east side of Temple Trail adjacent to Howell Creek, more particularly described herein. (1)

## motion / recommendation

Staff recommendation is for approval of the Future Land Use and Zoning amendments.

## background

This public hearing is to re-designate one property recently purchased by the City from Multi-Family Residential to Parks and Recreation/Conservation. In October 2017, the City of Winter Park purchased five properties that accounted for 49 acres of wetland and open space in the Howell Branch Road, Temple Trail, Lake Waumpi area. These properties are all important natural areas along Howell Creek and Lake Waumpi.

All but one of these properties were already designated Open Space and Recreation with a Conservation Overlay in the Comprehensive Plan and zoned Parks and Recreation. However, there was one property at 2899 Temple Trail on the east side of Temple Trail along Howell Creek that was designated Multi-Family Residential (R-3) because it was previously connected in ownership to the existing townhomes at 2555-2887 Temple Trail. These two ordinances would change the Multi-Family designations to Open Space and Recreation with a Conservation Overlay future land use and Parks and Recreation (PR) zoning.

## **P&Z Board Minutes - November 6th, 2018:**

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO AN OPEN SPACE AND RECREATION WITH CONSERVATION OVERLAY FUTURE LAND USE DESIGNATION ON THE 3.12 ACRES OF PROPERTY LOCATED AT 2899 TEMPLE TRAIL.

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE 3.12 ACRES OF PROPERTY LOCATED AT 2899 TEMPLE TRAIL.

Planning Manager, Jeff Briggs, gave the staff report. He stated that the request was to re-designate one property recently purchased by the City from Multi-Family Residential to Parks and Recreation/Conservation. In October 2017, the City of Winter Park purchased five properties that accounted for 49 acres of wetland and open space in the Howell Branch Road, Temple Trail, Lake Waumpi area. These properties are all important natural areas along Howell Creek and Lake Waumpi.

Mr. Briggs noted that all but one of the properties were already designated Open Space and Recreation with a Conservation Overlay in the Comprehensive Plan and zoned Parks and Recreation. However, there was one property at 2899 Temple Trail on the east side of Temple Trail along Howell Creek that was designated Multi-Family Residential (R-3) because it was previously connected in ownership to the existing townhomes at 2555-2887 Temple Trail. He stated that the two ordinances would change the Multi-Family designations to Open Space and Recreation with a Conservation Overlay future land use and Parks and Recreation (PR) zoning.

### **Staff Recommendation is for Approval.**

No one wished to speak, the Public Hearing was closed.

The P&Z Board members discussed the request and agreed with Staff's recommendation.

**Motion made by Laura Turner, seconded by Ray Waugh, to approve an Ordinance amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Medium Density Residential Future Land Use Designation to an open space and recreation with Conservation Overlay Future Land Use designation on the 3.12 acres of property located at 2899 Temple Trail, on the east side of Temple Trail adjacent to Howell Creek, more particularly described herein.**

**The motion carried with a 7-0 vote.**

**Motion made by Laura Turner, seconded by Sheila De Ciccio, to approve an**



**Ordinance amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official zoning map so as to change Medium Density Multiple Family Residential (R-3) district zoning to Parks and Recreation (PR) District Zoning on the 3.12 acres of property located at 2899 Temple Trail on the east side of Temple Trail adjacent to Howell Creek, more particularly described herein.**

**The motion carried with a 7-0 vote.**

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

Description

Backup Materials

Upload Date

11/14/2018

Type

Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO OPEN SPACE AND RECREATION WITH A CONSERVATION OVERLAY FUTURE LAND USE DESIGNATION ON THE 3.21 ACRES OF PROPERTY LOCATED AT 2899 TEMPLE TRAIL, ON THE EAST SIDE OF TEMPLE TRAIL ADJACENT TO HOWELL CREEK, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park, as owner of the subject property has requested a Comprehensive Plan future land use map amendment and such designation meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed future land use change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the Comprehensive Plan future land use change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" and the Future Land Use Map is hereby amended so as to change the Future Land Use designation of Medium Density Residential to Open Space and Recreation with a Conservation Overlay on the property at 2899 Temple Trail, comprising 3.21 acres on the east side of Temple Trail adjacent to Howell Creek and more particularly described by the Orange County Property Tax ID number as follows:

29-21-30-8614-00-019

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

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mayor Steve Leary

Attest:

---

City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE 3.12 ACRES OF PROPERTY LOCATED AT 2899 TEMPLE TRAIL, ON THE EAST SIDE OF TEMPLE TRAIL ADJACENT TO HOWELL CREEK, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park, as owner of the subject property has requested a Zoning map amendment consistent with the Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Medium Density Multiple Family Residential (R-3) District to Parks and Recreation (PR) district on the property at 2899 Temple Trail, comprising 3.12 acres on the east side of Temple Trail adjacent to Howell Creek and more particularly described by the Orange County Property Tax ID number as follows:

29-21-30-8614-00-019

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

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mayor Steve Leary

Attest:

---

City Clerk



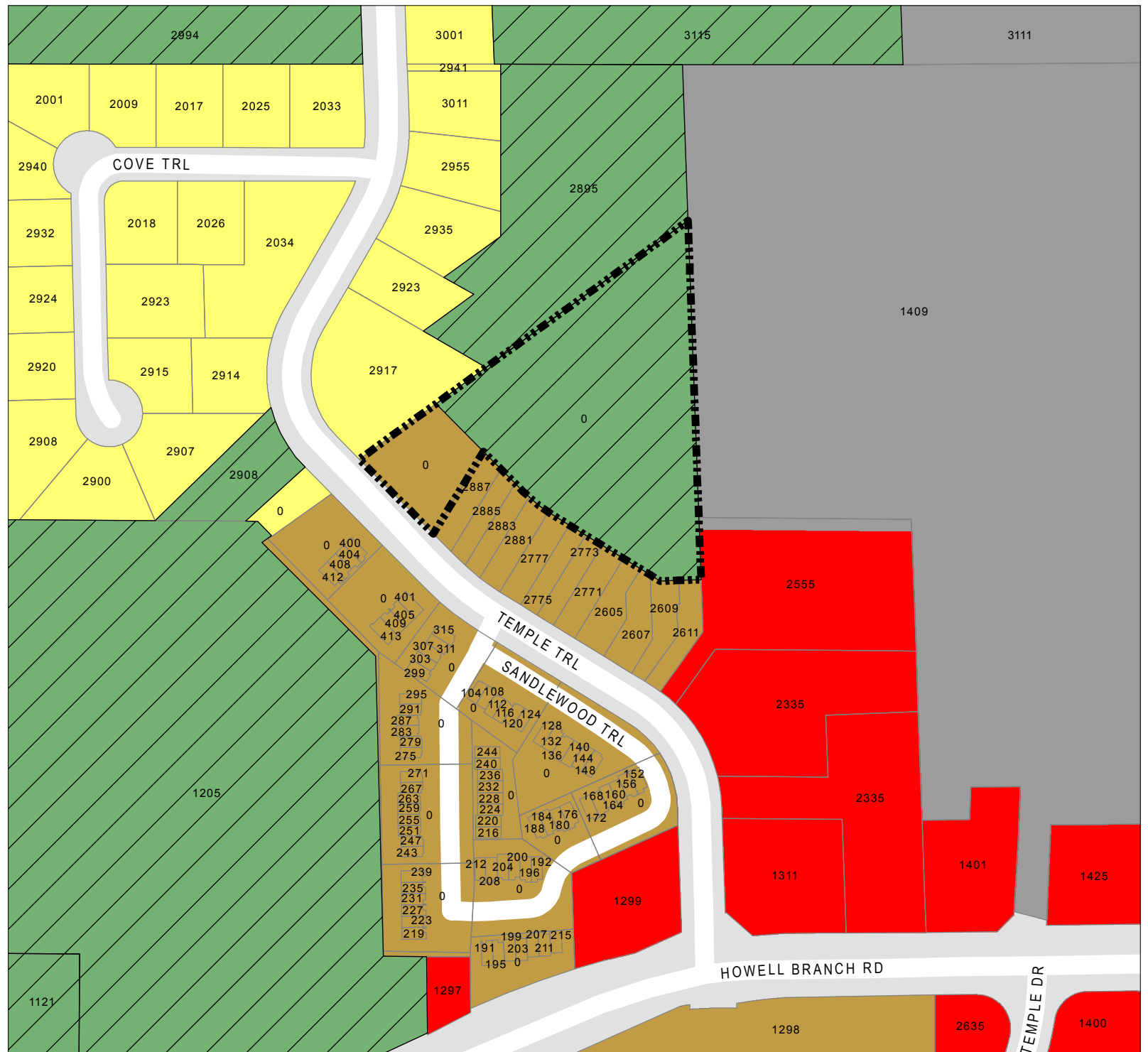
## 2899 TEMPLE TRAIL Future Land Use Map

City of Winter Park  
Florida

### LEGEND

#### Future Land Use

- Commercial
- Institutional
- Medium Density Residential
- Single Family Residential
- Open Space & Recreation
- Conservation Overlay







# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Planning/MGR	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## subject

Request of the City of Winter Park:

- Ordinance - Amending Chapter 58, "Land Development Code" Article III, "Zoning Regulations", Section 58-87 "Lakefront Lots, Canalfront Lots, Streamfront Lots, Wetlands, Boathouses and Docks" so as modify the requirements for boathouse and dock approvals by the Lakes and Waterways Board. (1)

## motion / recommendation

Staff recommendation is for approval of the Ordinance.

## background

This public hearing is to consider an Ordinance to streamline the procedures for when docks, boathouses and gazebos need an approval by the Lakes and Waterways Board. The proposed change is to eliminate the need for such review and approval, if the dock, boathouse or gazebo is replacing an existing structure in the same location and meets all zoning code regulations.

Under the current provisions of the Zoning Code, all docks, boathouses and gazebos must be reviewed and approved by the Lakes and Waterways Board in a public hearing process similar to that done by the P&Z Board for new homes on lakefront lots, following a mailed notice to the adjacent property owners.

In practice this process by the Lakes Board is very valuable whenever there are variances requested or if there has never been a lakefront structure on the property. However, the majority of applications each month are for property owners needing to rebuild an existing older dock/boathouse because the previous one was deteriorated or the owners want to rebuild a boathouse/dock so that it architecturally is compatible with the new home construction. In the majority of cases, the property owners are meeting all of the zoning code regulations in terms of height, setbacks, distance out into the water, square footage, etc. In these cases, there has not been any benefit from the Lakes Board review (as it meets code) or for the neighbors, as they will be looking at a new structure in the same location as the previous structure.



The Lakes and Waterways Board reviewed this proposal at their October 9<sup>th</sup> meeting. The Lakes Board was unanimous in agreement with this change, as was the P&Z Board at their November 6<sup>th</sup> meeting.

### **P&Z Board Minutes - November 6, 2018:**

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS", SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, WETLANDS, BOATHOUSES AND DOCKS" SO AS TO MODIFY THE REQUIREMENTS FOR BOATHOUSE AND DOCK APPROVALS BY THE LAKES AND WATERWAYS BOARD.

Planning Manager, Jeff Briggs, gave the staff report. He explained that this public hearing is to consider an Ordinance to streamline the procedures for when docks, boathouses and gazebos need an approval by the Lakes and Waterways Board. The proposed change is to eliminate the need for such review and approval, if the dock, boathouse or gazebo is replacing an existing structure in the same location and meets all zoning code regulations.

Mr. Briggs explained that under the current provisions of the Zoning Code, all docks, boathouses and gazebos must be reviewed and approved by the Lakes and Waterways Board in a public hearing process similar to that done by the P&Z Board for new homes on lakefront lots, following a mailed notice to the adjacent property owners.

Mr. Briggs stated that in practice this process by the Lakes Board is very valuable whenever there are variances requested or if there has never been a lakefront structure on the property. However, the majority of applications each month are for property owners needing to rebuild an existing older dock/boathouse because the previous one was deteriorated or the owners want to rebuild a boathouse/dock so that it architecturally is compatible with the new home construction. He stated that in these majority of cases, the property owners are meeting all of the zoning code regulations in terms of height, setbacks, distance out into the water, square footage, etc. In these cases, there has not been any benefit from the Lakes Board review (as it meets code) or for the neighbors, as they will be looking at a new structure in the same location as the previous structure.

Mr. Briggs summarized by stating that the Lakes and Waterways Board reviewed this proposal at their October 9<sup>th</sup> meeting. The Lakes Board was unanimous in agreement with this change.

### **Staff Recommendation is for Approval.**

The Board heard public comments from Todd Weaver, 1051 Lake Bell Drive. Mr. Weaver explained that he is the former Chairman of the Lakes Advisory Board and attended the October 9<sup>th</sup> meeting where the Ordinance changes were discussed. He stated that he is in favor of the changes to the Ordinance.

No one else wished to speak. The Public Hearing was closed.

The P&Z Board members discussed the request and agreed with Staff's recommendation.

**Motion made by Laura Walda, seconded by Laura Turner, to approve an Ordinance of the City of Winter Park, Florida, amending Chapter 58 "Land Development Code" Article III, "Zoning Regulations", Section 58-87 "Lakefront Lots, Canalfront Lots, Streamfront Lots, Wetlands, Boathouses and Docks" so as to modify the requirements for boathouse and dock approvals by the Lakes and Waterways Board.**

**The motion carried with a 7-0 vote.**

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

Description

Backup Materials

Upload Date

11/14/2018

Type

Backup Material

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS", SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, WETLANDS, BOATHOUSES AND DOCKS" SO AS TO MODIFY THE REQUIREMENTS FOR BOATHOUSE AND DOCK APPROVALS BY THE LAKES AND WATERWAYS BOARD; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, it is deemed to be in the public interest to streamline of the development review process when property owners are replacing docks and boathouses in the same location; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its November 6, 2018 meeting; and

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

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

**WHEREAS**, words with single underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by amending within Section 58-87 "Lakefront lots, canalfront lots, streamfront lots, wetlands, boathouses and docks", subsection 58-72 (b) (4) to read as follows:

**Sec. 58-87. Lakefront lots, canalfront lots, streamfront lots, wetlands, boathouses and docks.**

(b) *Building plans.*

- (1) A building permit shall not be issued for any new structure or building, addition to any existing structure, fence or wall or significant change to an existing property on a lakefront,

canalfront or streamfront lot until satisfactory building plans are reviewed and approved that are deemed in compliance with the objectives established in the aforementioned purpose and intent. The planning department shall review all such plans and provide a recommendation to the planning and zoning board.

- (2) In cases involving the construction of swimming pools (without screen pool enclosures), or patios or hardscape additions under 1,000 square feet, the planning department shall provide an administrative review which shall result in approval, approval with conditions or denial of the permit. In such cases the owner may appeal the planning department's determination to the planning and zoning board.
- (3) In other cases, the planning and zoning board shall review and approved construction upon lakefront lots, canalfront lots and streamfront lots when deemed in compliance with the objectives established in the aforementioned purpose and intent.
- (4) The lakes and waterways board shall review and approve construction of boathouses, docks, gazebos over the lakes or other water bodies. However, review and approval by the lakes and waterways board of boathouses, docks and gazebos shall not be required if the structure is replacing an existing boathouse, dock or gazebo and is in the same location and is meeting the code requirements set forth in this section. The review and approval by the lakes and waterways board is only required when variances are requested or when there is not an existing boathouse, dock or gazebo on the property/water or when the location of the boathouse, dock or gazebo is being changed by more than five (5) feet from the current location.
- (5) The requirements of this section are minimum requirements, and the planning and zoning board or the lakes and waterways board may impose more restrictive requirements and conditions on the height, bulk, location and any other aspect of the proposed development where necessary in order to accomplish the purpose and intent of this section. Review by the planning and zoning board or the lakes and waterways board shall be at a public hearing following notification of adjacent waterfront property owners.

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

**SECTION 3. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. CODIFICATION.** It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

\_\_\_\_\_  
City Clerk



# city commission agenda item

item type	Public Hearings	meeting date	11/26/2018
prepared by	Planning/MGR	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of the City of Winter Park:

- Ordinance - Providing for the annexation of certain lands owned by the City of Winter Park generally described as approximately 8.85 +/- acres located north of Howell Branch Road and west of Temple Trail and having an Orange County Tax Parcel Identification Number 29-21-30-0000-00-002 into the municipal boundaries of the City of Winter Park; redefining the city boundaries to give the City of Winter Park jurisdiction of said property; providing for severability; providing for an effective date. (1)

## **motion / recommendation**

Staff recommendation is for approval.

## **background**

This public hearing is to annex the 8.85 acre property that was purchased by the City of Winter Park in 2017 as part of our acquisition of wetland conservation lands along Howell Creek in the Howell Branch Road/Temple trail area. This property was inside the City of Maitland but the Maitland City Council has agreed to an Ordinance to de-annex this property. Maitland's first reading was on November 12, 2018 and their second reading is November 26, 2018.

Once this property is annexed the city staff will come back with Ordinances to establish the Comp. Plan future land use and Zoning designations. However that cannot be done until the property is officially annexed and must have a recommendation from the Planning Board. Thus, those will be on the January, 2019 City Commission agendas.

## **alternatives / other considerations**

N/A

## **fiscal impact**

N/A

**ATTACHMENTS:**

**Description**

Backup Materials

**Upload Date**

11/14/2018

**Type**

Backup Material

ORDINANCE \_\_\_\_

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN LANDS OWNED BY THE CITY OF WINTER PARK GENERALLY DESCRIBED AS APPROXIMATELY 8.85 +/- ACRES LOCATED NORTH OF HOWELL BRANCH ROAD AND WEST OF TEMPLE TRAIL AND HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 29-21-30-0000-00-002 INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Winter Park is owner of the land, generally described as approximately 8.85 ± acres located in Orange County, Florida, being North of Howell Branch Road and West of Temple Trail and legally described in Attachment “A” attached to this Ordinance and incorporated herein by this reference (herein the “Property”); and

**WHEREAS**, the Property is being contracted (or de-annexed) from the city limits of the City of Maitland and the effective date of this annexation Ordinance will be after the effective date of the City of Maitland’s contraction of the Property; and

**WHEREAS**, the City of Winter Park (as both the Property owner and as a municipality) desires to annex the Property into the city limits of the City of Winter Park and the City of Winter Park, as the property owner of the Property, is petitioning for voluntary annexation; and

**WHEREAS**, the City of Winter Park has determined that the Property is reasonably compact and contiguous to the municipal limits of the City of Winter Park, that annexation of the Property will not result in the creation of an enclave and that the Property’s annexation meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

**WHEREAS**, the City of Winter Park has provided adequate notice required by general law for the annexation of the Property and has conducted the required public hearing prior to the adoption of this Ordinance.

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

**SECTION 1: *Recitals.*** The above “Whereas” clauses are true and correct and constitute legislative findings of the City of Winter Park City Commission and are incorporated herein by this reference.

**SECTION 2: *Property Annexed.*** That, after conducting a public hearing and having



found that the City of Winter Park's petition for voluntary annexation of the Property meets the prerequisites and standards for annexation under general law, the Property legally defined in Attachment "A" and graphically shown on the map attached hereto as Attachment "B" is hereby annexed into the municipal boundaries of the City of Winter Park.

**SECTION 3: *Effect of Annexation.*** That the City of Winter Park, shall have all of the power, authority, and jurisdiction over and within the Property as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

**SECTION 4: *Apportionment of Debts and Taxes.*** Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

**SECTION 5: *Instructions to Clerk.*** Within seven (7) days following the adoption of this Ordinance, the City Clerk or her designee is directed to file a copy of this Ordinance with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

**SECTION 6: *Severability.*** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**SECTION 7: *Effective Date.*** This Ordinance shall become effective after its adoption upon the later of: (i) the date this Ordinance is adopted at its second reading, and (ii) the effective date of the contraction of the Property from the City of Maitland city limits.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2018.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2018.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the City Commission of the City of Winter Park, Florida.

**APPROVED:**

\_\_\_\_\_  
Steve Leary, Mayor

**ATTEST:**

\_\_\_\_\_  
Cynthia Bonham, City Clerk

## **ATTACHMENT “A”**

### **LEGAL DESCRIPTION**

Orange County Tax Parcel No. 29-21-30-0000-00-002

#### Legal Description

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.

## Attachment “B”

