Meeting Called to Order

Invocation  Building Director George Wiggins
Pledge of Allegiance

Approval of Agenda

Mayor’s Report  *Projected Time
*Subject to change

City Manager’s Report  *Projected Time
*Subject to change
5 minutes

City Attorney’s Report  *Projected Time
*Subject to change
## Non-Action Items

*a. Financial Report – March 2017*

### Citizen Comments

*5 p.m. or soon thereafter*  
*(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)*  
*(Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)*

## Consent Agenda

*a. Approve the minutes of May 8, 2017.*

*b. Approve the following purchase and contracts:*

1. PR162066 to Wesco Distribution, Inc. for three-phase transformers for City undergrounding projects; $95,819.79.
2. Piggyback contract (State of Florida Contract #DMS-10/11-008C) with Verizon Wireless for Mobile Communication Services; and authorize the Mayor to execute the contract.
3. Piggyback contract (Orange County Contract Y16-1066 for Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials) with Hubbard Construction Company; and authorize the Mayor to execute the contract.

### Action Items Requiring Discussion

*a. Sale of 301 W. Comstock Avenue*

## Public Hearings

*a. Request of Kim Neitzel:*

- Ordinance - Amending Chapter 58, “Land Development Code”, Article III, “Zoning” to revise the permitted uses in Office zoning districts to permit veterinary clinics (1)

*b. Resolution – Extending certain deadlines in Ordinance No. 2965-14 (Vacating portion of Loren Avenue in Ravaudage)*

*c. Resolution - Telecommunications Infrastructure Bill*

### City Commission Reports

*a. Commissioner Seidel*  
*b. Commissioner Sprinkel*  
*c. Commissioner Cooper*  
*d. Commissioner Weldon*  
*e. Mayor Leary*
appeals & assistance

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

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

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

General Fund

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

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

The following pie chart illustrates how significant these five projects have been:
Historical building permit revenues have been as follows:

5. State revenue sharing, half cent sales tax, and local option gas tax revenues are coming in less than projected and could be as much as $300,000 below our revenue estimates.

6. Golf related revenues are on track to exceed the annual budget by $250,000. Revenues from the first six months of the newly renovated course being in business have nearly eclipsed annual revenues from recent years.

7. Fire inspection fees for the commercial construction projects mentioned above increased charges for services revenue by $665,000.
8. Miscellaneous revenue is largely made up of investment earnings which reflect market value swings in the City’s investment portfolio. The Federal Reserve rate hike reduced the market value of the City’s fixed income portfolio. The City follows a buy and hold investment strategy in which the swings neither benefit nor harm the City as the Treasury and Agency securities invested in are paid off at par when the investment matures.

9. Milder weather is also having a detrimental effect on the transfer of franchise fee equivalent revenue from the Electric Fund. These transfers are projected to be approximately $300,000 below the budget estimate.

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

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

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

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

Water and Sewer Fund

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

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

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

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

As fuel costs have continued to decline, the City has been reducing its fuel cost recovery rates. Despite the rate reductions in 2016, the City ended last fiscal year with a fuel cost stabilization fund balance of $2,127,701. Fuel rates were reduced again October 1 and through March the under-recovery has been $194,417. For purposes of this report, it is
assumed fuel costs will be under recovered by $500,000 for the fiscal year which will put the balance close to the top end of the goal range at $1,600,000.

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

**Investment Report**

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

**Fiscal YTD March 31, 2017 and 2016**

### Variance from Prorated Budget

<table>
<thead>
<tr>
<th>Revenue/Expenditure Category</th>
<th>2017 Actual</th>
<th>2016 Actual</th>
<th>Variance from Prorated Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal</strong></td>
<td>32,697,688</td>
<td>46,240,839</td>
<td>-13,543,151</td>
</tr>
<tr>
<td><strong>Operating Revenues</strong></td>
<td>32,697,688</td>
<td>46,240,839</td>
<td>-13,543,151</td>
</tr>
<tr>
<td><strong>Operating Expenditures</strong></td>
<td>29,015,523</td>
<td>46,240,839</td>
<td>-17,225,316</td>
</tr>
<tr>
<td><strong>Revenues Over/(Under) Expenditures</strong></td>
<td>7,682,165</td>
<td>-5,132,905</td>
<td>12,815,060</td>
</tr>
</tbody>
</table>

### Expenditures:

- **City Commission**: 17,839 (128%)
- **Legal Services - City Attorney**: 105,850 (75%)
- **Legal Services - Other**: 32,570 (109%)
- **Lobbyists**: 36,000 (61%)
- **City Management**: 288,119 (94%)
- **Budget and Performance Measurement**: 75,210 (0%)
- **City Clerk**: 77,269 (83%)
- **Communications Dept.**: 259,255 (93%)
- **Information Technology Services**: 885,359 (105%)
- **Finance**: 425,609 (94%)
- **Human Resources**: 204,670 (118%)
- **Purchasing**: 133,388 (102%)
- **Planning & Community Development**: 375,905 (88%)
- **Building**: 600,521 (96%)
- **Economic Development**: 10,801 (-)
- **Public Works**: 3,957,263 (88%)
- **Police**: 6,409,207 (94%)
- **Fire**: 6,301,084 (99%)
- **Parks & Recreation**: 3,718,343 (99%)
- **Organizational Support**: 1,101,261 (150%)
- **Non-Departmental**: 1,101,261 (150%)

### Non-Departmental

- **Other Financing Sources/(Uses)**: 1,409,657 (55%)

*As adjusted through March 31, 2017*
<table>
<thead>
<tr>
<th></th>
<th>Fiscal YTD March 31, 2017</th>
<th></th>
<th>Fiscal YTD March 31, 2016</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td></td>
<td>YTD</td>
<td>YTD %</td>
<td>Original</td>
<td>Adjusted</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$ 1,961,209</td>
<td>199%</td>
<td>$ 1,975,328</td>
<td>$ 1,975,328</td>
</tr>
<tr>
<td>Charges for services</td>
<td>158,918</td>
<td>141%</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>98,450</td>
<td>281%</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>0%</td>
<td>0%</td>
<td>1,756,685</td>
<td>878,343</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>2,218,577</td>
<td>110%</td>
<td>2,270,328</td>
<td>4,027,013</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Develop</td>
<td>565,067</td>
<td>89%</td>
<td>1,146,060</td>
<td>1,267,888</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>41,925</td>
<td>0%</td>
<td>762,183</td>
<td>3,041,784</td>
</tr>
<tr>
<td>Debt service</td>
<td>1,315,813</td>
<td>176%</td>
<td>1,493,552</td>
<td>1,493,552</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>1,922,805</td>
<td>66%</td>
<td>3,401,795</td>
<td>5,803,224</td>
</tr>
<tr>
<td>Revenues Over/(Under)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating transfers in</td>
<td>1,822,284</td>
<td>200%</td>
<td>1,822,815</td>
<td>1,822,815</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(23,302)</td>
<td>100%</td>
<td>(46,604)</td>
<td>(46,604)</td>
</tr>
<tr>
<td>Other Financing Sources/(Uses)</td>
<td>1,798,982</td>
<td>0%</td>
<td>1,776,211</td>
<td>1,776,211</td>
</tr>
<tr>
<td>Total Revenues Over/(Under)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2017
## WINTER PARK WATER AND WASTEWATER METRICS

**March 31, 2017**

<table>
<thead>
<tr>
<th>Operating Performance:</th>
<th>FY 2017 YTD</th>
<th>FY 2017 Annualized</th>
<th>FY 2017 Budget</th>
<th>Projected Variance from Budget</th>
<th>FY 2016 YTD</th>
<th>FY 2016 in Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water and Irrigation Sales (thousands of gallons)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer - inside city limits</td>
<td>513,007</td>
<td>1,061,607</td>
<td>1,015,000</td>
<td>46,607</td>
<td>493,766</td>
<td>972,012</td>
</tr>
<tr>
<td>Sewer - outside city limits</td>
<td>445,424</td>
<td>911,162</td>
<td>890,000</td>
<td>21,162</td>
<td>426,005</td>
<td>810,658</td>
</tr>
<tr>
<td>Water - inside city limits</td>
<td>781,093</td>
<td>1,650,581</td>
<td>1,500,000</td>
<td>150,581</td>
<td>714,352</td>
<td>1,528,589</td>
</tr>
<tr>
<td>Irrigation - Inside City</td>
<td>290,075</td>
<td>622,731</td>
<td>585,000</td>
<td>37,731</td>
<td>265,705</td>
<td>571,356</td>
</tr>
<tr>
<td>Water - outside city limits</td>
<td>622,243</td>
<td>1,290,387</td>
<td>1,235,000</td>
<td>55,387</td>
<td>579,344</td>
<td>1,192,418</td>
</tr>
<tr>
<td>Irrigation - Outside City</td>
<td>55,011</td>
<td>117,297</td>
<td>115,000</td>
<td>2,297</td>
<td>52,851</td>
<td>112,207</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,706,853</td>
<td>5,653,763</td>
<td>5,340,000</td>
<td>313,763</td>
<td>2,532,023</td>
<td>5,187,240</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating revenues:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer - inside city limits</td>
<td>$3,249,023</td>
<td>$6,498,046</td>
<td>$6,443,045</td>
<td>$55,001</td>
<td>$3,151,218</td>
<td>6,396,742</td>
</tr>
<tr>
<td>Sewer - outside city limits</td>
<td>3,461,484</td>
<td>6,922,968</td>
<td>6,825,015</td>
<td>97,953</td>
<td>3,324,368</td>
<td>6,781,958</td>
</tr>
<tr>
<td>Water - inside city limits</td>
<td>4,536,189</td>
<td>9,072,378</td>
<td>8,947,315</td>
<td>125,063</td>
<td>4,099,274</td>
<td>8,810,832</td>
</tr>
<tr>
<td>Water - outside city limits</td>
<td>2,868,255</td>
<td>5,736,510</td>
<td>5,768,541</td>
<td>(32,031)</td>
<td>2,714,028</td>
<td>5,622,426</td>
</tr>
<tr>
<td>Other operating revenues</td>
<td>827,985</td>
<td>1,655,970</td>
<td>1,307,797</td>
<td>348,173</td>
<td>652,776</td>
<td>1,416,341</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>14,942,936</td>
<td>29,885,872</td>
<td>29,291,713</td>
<td>594,159</td>
<td>13,941,664</td>
<td>29,028,299</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General and administration</td>
<td>849,416</td>
<td>1,698,832</td>
<td>1,735,419</td>
<td>36,587</td>
<td>803,763</td>
<td>1,757,791</td>
</tr>
<tr>
<td>Operations</td>
<td>5,772,181</td>
<td>12,593,849</td>
<td>12,988,573</td>
<td>394,724</td>
<td>5,349,601</td>
<td>11,728,434</td>
</tr>
<tr>
<td>Labor costs capitalized</td>
<td>92,166</td>
<td>184,332</td>
<td>184,332</td>
<td>-</td>
<td>187,065</td>
<td>598,154</td>
</tr>
<tr>
<td>Wastewater treatment by other agencies</td>
<td>2,082,464</td>
<td>4,164,928</td>
<td>4,610,153</td>
<td>445,225</td>
<td>2,055,651</td>
<td>4,115,075</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>8,796,227</td>
<td>18,641,941</td>
<td>19,518,477</td>
<td>876,536</td>
<td>8,396,080</td>
<td>18,199,454</td>
</tr>
</tbody>
</table>

| Net Operating income | 6,146,709 | 11,243,931        | 9,773,236      | 1,470,695                     | 5,545,584  | 10,828,845      |
## WINTER PARK WATER AND WASTEWATER METRICS

### March 31, 2017

<table>
<thead>
<tr>
<th>Other sources (uses):</th>
<th>FY 2017 YTD Annualized</th>
<th>FY 2017 Budget</th>
<th>Projected Variance from Budget</th>
<th>FY 2016 YTD</th>
<th>FY 2016 in Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment earnings</td>
<td>(46,847)</td>
<td>288,016</td>
<td>(381,710)</td>
<td>36,778</td>
<td>186,106</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>6,639</td>
<td>26,000</td>
<td>(19,361)</td>
<td>7,460</td>
<td>8,440</td>
</tr>
<tr>
<td>Transfer to Renewal and Replacement Fund</td>
<td>(826,313)</td>
<td>(1,652,626)</td>
<td>-</td>
<td>(836,351)</td>
<td>(1,672,701)</td>
</tr>
<tr>
<td>Transfer to General Fund</td>
<td>(1,149,962)</td>
<td>(2,299,924)</td>
<td>-</td>
<td>(1,096,519)</td>
<td>(2,193,038)</td>
</tr>
<tr>
<td>Transfer for Organizational Support</td>
<td>(34,941)</td>
<td>(69,882)</td>
<td>(69,883)</td>
<td>1</td>
<td>(33,453)</td>
</tr>
<tr>
<td>Transfer to Capital Projects Fund</td>
<td>(69,792)</td>
<td>(139,584)</td>
<td>(139,583)</td>
<td>(1)</td>
<td>(47,500)</td>
</tr>
<tr>
<td>Debt service sinking fund deposits</td>
<td>(2,962,698)</td>
<td>(5,925,330)</td>
<td>(5,928,330)</td>
<td>3,000</td>
<td>(2,962,098)</td>
</tr>
<tr>
<td><strong>Total other sources (uses)</strong></td>
<td>(5,083,914)</td>
<td>(10,174,400)</td>
<td>(9,776,330)</td>
<td>(398,070)</td>
<td>(4,931,683)</td>
</tr>
<tr>
<td><strong>Net increase (decrease) in funds</strong></td>
<td>$1,062,795</td>
<td>$1,069,530</td>
<td>$(3,094)</td>
<td>$1,072,624</td>
<td>613,901</td>
</tr>
<tr>
<td><strong>Debt service coverage</strong></td>
<td>1.91</td>
<td></td>
<td></td>
<td></td>
<td>1.96</td>
</tr>
</tbody>
</table>
WINTER PARK ELECTRIC UTILITY METRICS
March 31, 2017

Technical Performance

<table>
<thead>
<tr>
<th>Specification</th>
<th>FY'17 YTD</th>
<th>FY'17 Annualized</th>
<th>FY'17 Budget</th>
<th>Variance from Budget</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Sales (kWh)</td>
<td>193,370,349</td>
<td>420,553,174</td>
<td>434,504,964</td>
<td>(13,951,790)</td>
<td>437,486,122</td>
</tr>
<tr>
<td>Average Revenue/kWh</td>
<td>0.1031</td>
<td>0.1042</td>
<td></td>
<td></td>
<td>0.1064</td>
</tr>
<tr>
<td>Wholesale Power Purchased (kWh)</td>
<td>186,998,529</td>
<td>422,977,899</td>
<td>457,373,646</td>
<td>(34,395,748)</td>
<td>450,549,953</td>
</tr>
<tr>
<td>Wholesale Power Cost/kWh</td>
<td>(0.0539)</td>
<td>(0.0539)</td>
<td></td>
<td></td>
<td>(0.0506)</td>
</tr>
<tr>
<td>Gross margin</td>
<td>0.1571</td>
<td>0.1581</td>
<td></td>
<td></td>
<td>0.1569</td>
</tr>
<tr>
<td>Sold vs. Purchased kWh Ratio</td>
<td>103.41%</td>
<td>99.43%</td>
<td>95.00%</td>
<td></td>
<td>97.10%</td>
</tr>
</tbody>
</table>

Revenues and Expenses Directly Related to Sales of Electricity:

Electric Sales:

<table>
<thead>
<tr>
<th>Specification</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>5,916,362</td>
<td>13,312,348</td>
<td>15,345,946</td>
<td>(2,033,598)</td>
</tr>
<tr>
<td>Non-Fuel</td>
<td>14,029,132</td>
<td>30,509,087</td>
<td>31,551,008</td>
<td>(1,041,921)</td>
</tr>
</tbody>
</table>

Purchased Power:

<table>
<thead>
<tr>
<th>Fuel</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,106,337</td>
<td>(13,812,348)</td>
<td>(15,345,946)</td>
<td>1,533,598</td>
<td>(14,083,240)</td>
</tr>
<tr>
<td>3,981,522</td>
<td>(9,006,082)</td>
<td>(9,467,708)</td>
<td>461,626</td>
<td>(8,696,038)</td>
</tr>
<tr>
<td>Transmission Power Cost</td>
<td>(1,513,008)</td>
<td>(3,026,016)</td>
<td>(3,105,267)</td>
<td>(79,251)</td>
</tr>
</tbody>
</table>

Net Revenue from Sales of Electricity

<table>
<thead>
<tr>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,344,627</td>
<td>17,976,989</td>
<td>18,978,033</td>
<td>(1,001,044)</td>
</tr>
</tbody>
</table>

Other Operating Income (Expenses):

<table>
<thead>
<tr>
<th>Specification</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Operating Revenues</td>
<td>215,448</td>
<td>430,896</td>
<td>428,100</td>
<td>2,796</td>
</tr>
<tr>
<td>General and Administrative Expenses</td>
<td>(759,954)</td>
<td>(1,519,908)</td>
<td>(1,480,605)</td>
<td>(39,303)</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>3,332,027</td>
<td>6,664,054</td>
<td>6,239,392</td>
<td>424,662</td>
</tr>
<tr>
<td>Total Other Operating Income (Expenses)</td>
<td>(3,876,533)</td>
<td>(7,753,066)</td>
<td>(7,291,897)</td>
<td>(461,169)</td>
</tr>
</tbody>
</table>

Net Operating Income

<table>
<thead>
<tr>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'17</th>
<th>FY'16</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,468,094</td>
<td>10,223,923</td>
<td>11,686,136</td>
<td>(1,462,213)</td>
</tr>
</tbody>
</table>
### WINTER PARK ELECTRIC UTILITY METRICS

March 31, 2017

<table>
<thead>
<tr>
<th></th>
<th>FY'17 YTD</th>
<th>FY'17 Annualized</th>
<th>FY'17 Budget</th>
<th>Variance from FY'16 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nonoperating Revenues (Expenses):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Funding for Fairbanks Distribution Lines</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Undergrounding Fairbanks Distribution Lines</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(4,050)</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>9,021</td>
<td>1,042</td>
<td>6,293</td>
<td>11,749</td>
</tr>
<tr>
<td>Principal on Debt</td>
<td>(1,225,000)</td>
<td>(2,450,000)</td>
<td>(2,450,000)</td>
<td>(2,070,000)</td>
</tr>
<tr>
<td>Interest on Debt</td>
<td>(1,290,139)</td>
<td>(2,580,278)</td>
<td>(2,589,780)</td>
<td>9,502</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>23,211</td>
<td>46,422</td>
<td>-</td>
<td>46,422</td>
</tr>
<tr>
<td>Proceeds from Sale of Assets</td>
<td>16,168</td>
<td>32,336</td>
<td>-</td>
<td>32,336</td>
</tr>
<tr>
<td>Contributions in Aid of Construction (CIAC)</td>
<td>315,986</td>
<td>631,972</td>
<td>500,000</td>
<td>131,972</td>
</tr>
<tr>
<td>Residential Underground Conversions</td>
<td>56,333</td>
<td>112,666</td>
<td>16,000</td>
<td>96,666</td>
</tr>
<tr>
<td>Capital (including the costs of improvements paid for by CIAC revenues)</td>
<td>(608,331)</td>
<td>(1,216,662)</td>
<td>(1,300,000)</td>
<td>83,338</td>
</tr>
<tr>
<td>Undergrounding of Power Lines</td>
<td>(1,455,999)</td>
<td>(3,435,999)</td>
<td>(3,500,000)</td>
<td>64,001</td>
</tr>
<tr>
<td><strong>Total Nonoperating Revenues (Expenses)</strong></td>
<td>(4,158,750)</td>
<td>(8,841,501)</td>
<td>(9,317,487)</td>
<td>475,986</td>
</tr>
</tbody>
</table>

| **Income Before Operating Transfers** | 309,344    | 1,382,422        | 2,368,649    | (986,227)                  |

| **Operating Transfers In/Out:** |           |                  |              |                            |
| Transfers from Water and Sewer Fund | 151,088    | 151,088          | 151,088      | -                          |
| Transfers to General Fund          | (1,099,970) | (2,392,100) | (2,691,780) | 299,680                    |
| Transfers for organizational support | (59,474)   | (118,948)       | (118,947)    | (1)                        |
| Transfers to capital projects      | (89,886)   | (179,772)       | (179,771)    | (1)                        |
| **Total Operating Transfers**      | (1,098,242) | (2,539,732) | (2,839,410) | 299,678                    |

| **Net Change in Working Capital** | (788,898)  | (1,157,309) | (470,761)    | (686,548)                  |

<p>| <strong>Other Financial Parameters</strong> |           |                  |              |                            |
| Debt Service Coverage | 2.04      |                  |              | 2.40                       |
| Fixed Rate Bonds Outstanding | 64,685,000 |                  | 67,115,000   |                            |
| Auction Rate Bonds Outstanding | 1,030,000 |                  | 1,050,000    |                            |
| Total Bonds Outstanding | 65,715,000 |                  | 68,165,000   |                            |
| Principal Retired | 2,450,000  |                  | 2,120,000    |                            |
| Balance Owed on Advance from General Fund | -         |                  |              | -                          |</p>
<table>
<thead>
<tr>
<th></th>
<th>FY'17</th>
<th>FY'17 Annualized</th>
<th>FY'17 Budget</th>
<th>FY'16 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Balance</td>
<td>(724,652)</td>
<td></td>
<td></td>
<td>862,880</td>
</tr>
<tr>
<td>Current year change in cash balance</td>
<td>(1,587,532)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fuel Cost Stabilization Fund Balance:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Balance</td>
<td>2,127,701</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Revenues</td>
<td>5,911,920</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Expenses</td>
<td>(6,106,337)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Balance</td>
<td>1,933,284</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current year change in fuel stabilization fund</td>
<td>(194,417)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

Fiscal Years run from October to September; FY'17 is 10/1/16 to 9/30/17
### Short-term funds:

<table>
<thead>
<tr>
<th>Issuer</th>
<th>CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SeacoastBank</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FL Safe Money Market Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Municipal Securities Money Market Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Board of Administration (SBA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FL Safe Term Series</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of Deposit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total short-term funds:

$6,298,947

### Long-term investments:

#### US Treasury Note Investments (backed by full faith and credit of the United States Government):

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20JH6</td>
<td>02/07/13</td>
<td>1,000,000</td>
<td>99.768</td>
<td>0.63%</td>
<td>$992,580</td>
<td>$997,660</td>
</tr>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20Q94</td>
<td>06/09/16</td>
<td>2,000,000</td>
<td>99.617</td>
<td>0.75%</td>
<td>$2,000,000</td>
<td>$1,992,340</td>
</tr>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20PS3</td>
<td>06/27/16</td>
<td>1,000,000</td>
<td>99.094</td>
<td>0.75%</td>
<td>$1,000,000</td>
<td>$990,940</td>
</tr>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20TR1</td>
<td>02/29/16</td>
<td>1,000,000</td>
<td>99.086</td>
<td>1.38%</td>
<td>$992,500</td>
<td>$990,860</td>
</tr>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20J32</td>
<td>09/08/15</td>
<td>1,000,000</td>
<td>99.875</td>
<td>0.90%</td>
<td>$1,000,000</td>
<td>$998,750</td>
</tr>
<tr>
<td>US TREASURY NOTES</td>
<td>912B20S27</td>
<td>07/05/16</td>
<td>1,000,000</td>
<td>97.094</td>
<td>1.13%</td>
<td>$970,940</td>
<td>$968,750</td>
</tr>
</tbody>
</table>

### Total US Treasury Note Investments:

$8,000,000

### Government National Mortgage Investments (backed by full faith and credit of the United States Government):

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>GNMA II ARM PASS THRU POOL 8288</td>
<td>36202XE76</td>
<td>05/04/99</td>
<td>490,000</td>
<td>101.517</td>
<td>1.75%</td>
<td>$849,510</td>
<td>$861,200</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 372024</td>
<td>36204HG88</td>
<td>05/21/98</td>
<td>1,730,000</td>
<td>112.635</td>
<td>6.50%</td>
<td>$11,304</td>
<td>$11,860</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 610605</td>
<td>36180C7A1</td>
<td>02/01/11</td>
<td>1,000,000</td>
<td>99.817</td>
<td>2.00%</td>
<td>$998,170</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA II PASS THRU POOL 2562</td>
<td>36202CZ01</td>
<td>02/08/01</td>
<td>2,500,000</td>
<td>113.199</td>
<td>6.00%</td>
<td>$2,154,500</td>
<td>$2,224,290</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 497881</td>
<td>36210UX33</td>
<td>02/11/99</td>
<td>500,000</td>
<td>114.075</td>
<td>6.00%</td>
<td>$500,000</td>
<td>$503,715</td>
</tr>
<tr>
<td>GNMA II PASS THRU POOL 27955</td>
<td>36202CB32</td>
<td>03/08/01</td>
<td>2,000,000</td>
<td>112.199</td>
<td>6.00%</td>
<td>$1,016,500</td>
<td>$1,035,000</td>
</tr>
<tr>
<td>GNMA II PASS THRU POOL 29977</td>
<td>36202DIA9</td>
<td>01/31/01</td>
<td>1,717,305</td>
<td>112.961</td>
<td>6.00%</td>
<td>$998,170</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 574874</td>
<td>36200W9XV</td>
<td>03/27/08</td>
<td>1,700,000</td>
<td>109.801</td>
<td>5.00%</td>
<td>$1,700,000</td>
<td>$1,745,911</td>
</tr>
<tr>
<td>GNMA II PASS THRU POOL 3839</td>
<td>36202EH95</td>
<td>01/30/08</td>
<td>1,000,000</td>
<td>106.354</td>
<td>4.50%</td>
<td>$996,850</td>
<td>$1,013,280</td>
</tr>
<tr>
<td>GNMA II PASS THRU POOL 4071</td>
<td>36202EY18</td>
<td>01/18/08</td>
<td>1,000,000</td>
<td>108.051</td>
<td>5.00%</td>
<td>$998,051</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA 09-10 TA REMIC MULTICLASS CMO</td>
<td>38374C9L4</td>
<td>03/17/09</td>
<td>1,000,000</td>
<td>102.607</td>
<td>4.50%</td>
<td>$998,051</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA 10-31 AP REMIC MULTICLASS CMO</td>
<td>38376X0S0</td>
<td>04/12/10</td>
<td>1,000,000</td>
<td>102.637</td>
<td>4.00%</td>
<td>$998,051</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 702875</td>
<td>36202WCG2</td>
<td>05/10/10</td>
<td>1,015,000</td>
<td>105.723</td>
<td>4.00%</td>
<td>$1,055,230</td>
<td>$1,095,939</td>
</tr>
<tr>
<td>GNMA 13-28 DE REMIC MULTICLASS CMO</td>
<td>38378FWG1</td>
<td>02/08/13</td>
<td>1,000,000</td>
<td>96.120</td>
<td>1.75%</td>
<td>$998,051</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GNMA 13-42 DE REMIC MULTICLASS CMO</td>
<td>38378JFT4</td>
<td>02/13/13</td>
<td>1,000,000</td>
<td>98.065</td>
<td>1.75%</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

### Total Government National Mortgage Investments:

$18,652,305

### Agencies which are non-full faith and credit:

#### Federal Farm Credit Investments:

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133CN16</td>
<td>05/03/13</td>
<td>1,000,000</td>
<td>99.720</td>
<td>0.95%</td>
<td>$997,200</td>
<td>$997,200</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EFAX1</td>
<td>01/22/16</td>
<td>1,000,000</td>
<td>99.710</td>
<td>1.27%</td>
<td>$997,100</td>
<td>$997,100</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133KXAX4</td>
<td>01/21/11</td>
<td>1,000,000</td>
<td>102.500</td>
<td>3.33%</td>
<td>$1,000,000</td>
<td>$1,035,000</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EGFA2</td>
<td>11/02/16</td>
<td>1,000,000</td>
<td>98.090</td>
<td>1.36%</td>
<td>$980,900</td>
<td>$980,900</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EGFR7</td>
<td>08/10/16</td>
<td>1,000,000</td>
<td>98.000</td>
<td>1.47%</td>
<td>$980,000</td>
<td>$980,000</td>
</tr>
<tr>
<td>Issuer</td>
<td>CUSIP</td>
<td>Purchase Date</td>
<td>Quantity</td>
<td>Estimated Price</td>
<td>Coupon Rate</td>
<td>Cost</td>
<td>Market Value</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>---------------</td>
<td>----------</td>
<td>-----------------</td>
<td>-------------</td>
<td>------</td>
<td>--------------</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EG7X8</td>
<td>02/22/17</td>
<td>$1,600,000</td>
<td>$98.880</td>
<td>1.65%</td>
<td>$1,600,000</td>
<td>$1,577,280</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EGQP3</td>
<td>08/16/16</td>
<td>$1,000,000</td>
<td>$97.130</td>
<td>1.44%</td>
<td>$1,000,000</td>
<td>$971,300</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EGQM0</td>
<td>08/16/16</td>
<td>$1,500,000</td>
<td>$97.190</td>
<td>1.62%</td>
<td>$1,500,000</td>
<td>$1,457,850</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>3133EGRK3</td>
<td>08/16/16</td>
<td>$1,000,000</td>
<td>$96.290</td>
<td>1.60%</td>
<td>$1,000,000</td>
<td>$962,900</td>
</tr>
<tr>
<td><strong>Total Federal Farm Credit Investments</strong></td>
<td></td>
<td></td>
<td>$10,100,000</td>
<td></td>
<td></td>
<td>$10,100,000</td>
<td>$9,960,130</td>
</tr>
<tr>
<td>FEDERAL HOME LOAN BANK</td>
<td>3130A92Z3</td>
<td>08/30/16</td>
<td>$1,300,000</td>
<td>$98.840</td>
<td>1.07%</td>
<td>$1,300,000</td>
<td>$1,284,920</td>
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<td><strong>Blended Portfolio Rate of Return</strong></td>
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<td><strong>Average Maturity (in years)</strong></td>
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</table>
The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Minister Preston Free, First Christian Church, followed by the Pledge of Allegiance.

Members present:  Also present:
Mayor Steve Leary  City Manager Randy Knight
Commissioner Greg Seidel  City Clerk Cynthia Bonham
Commissioner Sarah Sprinkel  City Attorney Kurt Ardaman
Commissioner Carolyn Cooper
Commissioner Pete Weldon

Approval of the agenda

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

Mayor’s Report

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

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

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

b. Board appointments – 2017

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

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


CRA Advisory Board: Reappointed Woody Woodall (2017-2020); moved Teri Gagliano from alternate to replace Daniel Butts (2017-2020); Lambrine Macejewski replaced Lance DeCuir (2015-2018).
Construction Board of Adjustment and Appeals Board
Reappointed Eddie Cox and Rodney Kincaid (2017-2020); moved Frank Gay to replace Joe Fisher (2017-2020); moved Joe Fisher as alternate.

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

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

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

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

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

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

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

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

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

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

Fire Pension Board: Trey Merrick (appointed by FD members) and Mike Hlavek were reappointed (2017-2019).
Police Pension Board: Kevin Roesner (WPPD) and Bill Deuchler (Pension Board appointment) were reappointed (2017-2019); James Johnston replaced Wes Naylor (2017-2019).

City Manager’s Report

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

City Attorney’s Report

Attorney Ardaman provided an update on the Morgan Bellows lawsuit.

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

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

Non-Action Item

No items.

Consent Agenda

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

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

Action Items Requiring Discussion

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

Planning Director Dori Stone addressed the last meeting where staff did not recognize any action that they needed to take. She provided four options available
for consideration. Staff recommended that they cancel the Notice of Disposal (NOD) and move toward using our broker services with CBRE to go after individuals interested in purchasing the property and offering the most money. She commented that the City Attorney determined that the property was purchased before the CRA was established so the NOD process is not necessary.

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

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

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

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

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

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

**Motion amended by Mayor Leary that all offers must come with a solid dollar price with no flexibility, and will be the best and final price as there will be no negotiating from the dais (once selected staff will have the**
opportunity to negotiate specifics of the accepted offer with the approved applicant); seconded by Commissioner Weldon.

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

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

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

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

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

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

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

It was clarified that if Commissioner Sprinkel’s motion passes, that the other motion and amendment are null and void. It was also mentioned that this will open the door to allow people to offer the appraised value or above and anything above and beyond regarding a public benefit will be considered and is opened up to anyone that CBRE speaks with. Planning Director Stone stated that sending this to CBRE will provide a contract for sale with no site plan attached so there is no way to determine what the public purpose of that may be until the site plan works through the process. Mayor Leary clarified that the discussions regarding parking spaces are not public purpose but are private purpose. Attorney Ardaman also clarified that anything else is up to the proposers to bring forward in a contract.
Upon a roll call vote on the main motion (to move this forward to turn the property over to CBRE to solicit buyers and to bring back the best financial offer with the offers to equal or exceed the appraised value before coming back to them (only bring back offers meeting the appraised value) and to reject all offers from the NOD process and begin again (for clarity: will also include the ability to market the parking spaces to the neighbor, creating additional greenspace, and all other aspects of the offer, not just the price will be considered); Mayor Leary and Commissioners Sprinkel, Cooper and Weldon voted yes. Commissioner Seidel voted no. The motion carried with a 4-1 vote.

**Public Hearings:**

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

Attorney Ardaman read the ordinance by title.

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

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

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

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

City Commission Reports:

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

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

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

c. Commissioner Cooper – No report.

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

e. Mayor Leary – Thanked Vice Mayor Weldon for stepping in for him at the convention. He spoke about issues at the State level that they are not able to stop
but that the City has money for the Howell Branch Preserve project (that will allow them to also rehab the property as well as the acquisition) that he hoped the Governor passes.

**Public comments (items not on the agenda)**

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

The meeting adjourned at 4:52 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC
Purchases over $75,000

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<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wesco Distribution, Inc.</td>
<td>PR162066 – Three-Phase Transformers for City Undergrounding Projects</td>
<td>Total expenditure included in approved FY17 budget. Amount: $95,819.79</td>
<td>Commission approve PR162066 to Wesco Distribution, Inc. for Three-Phase Transformers for City Undergrounding Projects.</td>
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Quotes were obtained via AURSI to procure the material.

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

Piggyback Contracts

<table>
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<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verizon Wireless</td>
<td>Piggyback Contract for Mobile Communication Services (State of Florida Contract #DMS-10/11-008C)</td>
<td>Total expenditure included in approved FY17 budget.</td>
<td>Commission approve Piggyback Contract with Verizon Wireless for Mobile Communication Services and authorize the Mayor to execute the contract.</td>
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A formal solicitation was issued to award the originating contract.

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<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
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</table>

A formal solicitation was issued to award this contract.

Approval of contract shall constitute approval for all subsequent purchase orders made against contract.
**subject**
Sale of 301 W. Comstock Avenue

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

**background**
At the meeting on May 8, 2017, the City Commission passed the following motion: **Turn the property over to CBRE to solicit buyers and to bring back the best financial offer with the offers to equal or exceed the appraised value before coming back to them (only bring back offers meeting the appraised value) and to reject all offers from the NOD process and begin again (for clarity: will also include the ability to market the parking spaces to the neighbor, creating additional greenspace, and all other aspects of the offer, not just the price will be considered. The motion included the following amendment that was passed: that all offers must come with a solid dollar price with no flexibility, and will be the best and final price as there will be no negotiating from the dais (once selected staff will have the opportunity to negotiate specifics of the accepted offer with the approved applicant).**
CBRE marketed the property and individually contacted the two previous bidders to see if they were still interested. The proposers were given until noon, May 16th to respond. CBRE received two proposals as follows:

Winter Park Redevelopment Agency LTD. - $481,000
Rowland & Company LLC - $467,500

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

Additional terms listed in the Winter Park Redevelopment LTD proposal:
- Cash offer
- Close in 60 days
- Schematics attached showing concept plans

Neither proposer addressed potential parking for the neighboring town homes.

alternatives | other considerations

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

fiscal impact

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

1. Sale and Purchase: ____________________________ ("Seller")
   and ____________________________ ("Buyer")
   (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
   described as:
   Address: 301 West Comstock Avenue, Winter Park, FL 32789
   Legal Description: TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9 BLK 68

2. Purchase Price: (U.S. currency) .............................................................. $467,500.00
   All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
   Escrow Agent's Name: TBD
   Escrow Agent's Address: ___________________________________________________
   Escrow Agent's Contact Person: _____________________________________________
   Escrow Agent's Phone: ____________________________________________________
   Escrow Agent's Email: ____________________________________________________

   (a) Initial deposit ($0 if left blank) (Check if applicable)
        accompanies offer
       □ will be delivered to Escrow Agent within ______ days (3 days if left blank)
       after Effective Date .............................................................. $ 5,000.00

   (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
       □ within ______ days (10 days if left blank) after Effective Date
       □ within ______ days (3 days if left blank) after expiration of Feasibility Study Period ....... $

   (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) .......... $

   (d) Other: _________________________________________________________________ $

   (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
       to be paid at closing by wire transfer or other Collected funds ...................... $ 462,500.00

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

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
   delivered to all parties on or before 05/30/2017, this offer will be withdrawn and Buyer’s deposit, if
   any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
   delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
   has signed or initialed and delivered this offer or the final counter offer.

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

(a) ☑ Buyer will pay cash for the Property with no financing contingency.
(b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within ______ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within ______ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer’s deposit(s) will be returned.

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

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

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

(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to L numb#____________________ in the approximate amount of $________________ currently payable at $________ per month, including principal, interest, ☐ taxes and insurance, and having a fixed ☐ other (describe) __________ interest rate of ______% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller’s escrow account dollar for dollar. If the interest rate upon transfer exceeds ______% or the assumption/transfer fee exceeds $__________, either party may elect to pay the excess, failing which this contract will terminate; and Buyer’s deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer’s deposit(s) will be returned.

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

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

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

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner’s policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner’s title insurance policy and Seller has an owner’s policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.
8. Property Condition: Seller will deliver the Property to Buyer at closing in its present “as is” condition, with conditions resulting from Buyer’s Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property’s condition without the Buyer’s prior written consent.

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

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

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

(2) ☐ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer’s purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning...
and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

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

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

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

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

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

(a) **Seller Costs**:
- Taxes on deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 7)

Other: _________________________________________________________________________________

(b) **Buyer Costs**:
- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 7)
- Lender’s title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance

Other: _________________________________________________________________________________

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

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

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

Buyer [ ] [ ] and Seller [ ] [ ] acknowledge receipt of a copy of this page, which is 4 of 7 pages.
(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a “foreign person” as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

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

(a) Seller Default: If Seller fails, neglects, or refuses to perform Seller’s obligations under this contract, Buyer may elect to receive a return of Buyer’s deposit(s) without thereby waiving any action for damages resulting from Seller’s breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.
(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

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

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

18. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the Commission Lien. Whereupon Seller and Buyer agree to pay the filing fees and costs from the deposit and will recover reasonable attorneys’ fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

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

(a) CBRE (specify): (Seller's Broker) will be compensated by ☑ Seller ☐ Buyer ☐ both parties pursuant to ☑ a listing agreement ☐ other (specify): Coldwell Banker (Buyer's Broker) will be compensated by ☑ Seller ☐ Buyer ☐ both parties ☑ Seller's Broker pursuant to ☑ a MLS offer of compensation ☑ other (specify): 0 (zero) Listing agent CBRE disclosed no fee to buyer’s broker
20. Additional Terms:

1. Contract subject to satisfactory Environmental Report. If buyer is not satisfied with Environmental Report this contract is null and void and entire escrow amount returned to buyer.

2. Contract subject to soils report to be delivered to buyer from seller within 7 days of effective date of this contract. If buyer is not satisfied with soils report this contract is null and void and entire escrow amount returned to buyer. If seller does not have soils report available buyer will perform.

3. All closing costs to be paid by seller.

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

Buyer: C. Beau Rowland
Print name: C. Beau Rowland
Date: __________________

Buyer: ____________________
Print name: ____________________
Date: ____________________

Buyer's address for purpose of notice:
Address: ____________________
Phone: ____________________ Fax: ____________________ Email: ____________________

Seller: ____________________
Print name: ____________________
Date: ____________________

Seller: ____________________
Print name: ____________________
Date: ____________________

Seller's address for purpose of notice:
Address: ____________________
Phone: ____________________ Fax: ____________________ Email: ____________________

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

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A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Maintenance of such owner's policy of title insurance shall be Buyer's responsibility. If Buyer fails to purchase a title insurance policy, or if Buyer fails to record the Title Commitment to effectuate it, if title is found defective, notify Seller in writing specifying (defects) which render title unmarketable. Seller shall have 30 days from notice to remove the defects as set forth above, and if Seller fails to correct the defects within the 30 days or the time set forth above, then Buyer shall have the right to cancel this Contract and Seller shall refund Buyer's down payment. If Seller fails to correct all defects within 60 days after Buyer's written notice of defects, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If Seller fails to correct all defects within 90 days after Buyer's written notice of defects, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If it is determined to Buyer's satisfaction that the title is not marketable, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If Buyer fails to record the Title Commitment to effectuate it, if title is found defective, notify Seller in writing specifying (defects) which render title unmarketable. Seller shall have 30 days from notice to remove the defects, or receive a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to notify Seller, Seller shall be deemed to have waived the defects. If Seller fails to correct the defects within the 30 days or time set forth above, then Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If Seller fails to correct all defects within 60 days after Buyer's written notice of defects, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If Seller fails to correct all defects within 90 days after Buyer's written notice of defects, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If it is determined to Buyer's satisfaction that the title is not marketable, Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment. If Buyer fails to notice Seller, Seller shall be deemed to have waived the defects.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida Surveyor. If the survey discloses encroachments on the Real Property or on improvements thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or conditions attached to the Real Property, then Buyer shall have the option to (a) accept the Real Property as is, subject to the encroachments, or (b) cancel the Contract and receive a refund of Buyer's down payment.

C. MORTGAGE DISCLOSURE ORGANIZATIONS: At Buyer's expense, the Real Property may be financed by the Propositions of a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing. Certification by the Operator shall be complete at least 3 days prior to Closing. The Operator may require that Buyer deliver written notice of Buyer's intent to treat for all termite and insect damage or repairs, or that Buyer deliver written notice of Buyer's intent not to treat for all termite and insect damage or repairs. If Buyer fails to provide the Operator with Buyer's written notice of intent to treat before the Closing Date, the Operator may, within 5 days from date of written notice thereof, have cost of treatment of active pest infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. Buyer shall pay costs of treatment of pest and repair of damage at the rate provided in Paragraph X(a). If estimated costs exceed the amount provided in Paragraph X(a), Buyer shall have the option of canceling the Contract within 5 days from the date of receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph X(a). "Mortgage Destroying Organizations" shall be defined to include all wood destroying organizations required to be reported under the Florida Pest Control Act, as amended.

D. INSPECTIONS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, and title to the Real Property is insurable in accordance with Standard Form 41.2, underwriting limits underwritten by a carrier permitted to do business in the State of Florida, and at rates considered reasonable by Seller.

E. FEASIBILITY: Seller, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, and each tenant shall agree in writing to the sale and conveyance of the Real Property.

F. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Real Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing. Certification by the Operator shall be complete at least 3 days prior to Closing. The Operator may, within 5 days from date of written notice thereof, have cost of treatment of active pest infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. Buyer shall pay costs of treatment of pest and repair of damage at the rate provided in Paragraph X(a). If estimated costs exceed the amount provided in Paragraph X(a), Buyer shall have the option of canceling the Contract within 5 days from the date of receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph X(a). "Wood Destroying Organisms" shall be defined to include all wood destroying organizations required to be reported under the Florida Pest Control Act, as amended.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the Real Property. The Closing Agent shall provide the Notice of Defaults and other closing documents to Buyer and Seller.

I. TIME: In computing time periods of less than 90 days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time period provided for herein shall end on a Saturday, Sunday or state or national legal holiday, the time shall run from the last day before the holiday to the last day before the holiday, inclusive.

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters, and all other documents required to convey and transfer the title to the Real Property to Buyer as herein described.

K. EXPENSES: Documentary stamps on the deed and recording of construction instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage insurance premium or recording fee for the purchase money mortgage, or any additional loan guarantees or commitments, shall be paid by Buyer. All reasonable and customary closing costs are included in the purchase price. In the event no new mortgage or loan is made to Buyer, the Closing Adjustments Statement shall be prepared to reflect the expenses that will be paid by Buyer. Unless otherwise provided by law or by order of this Court, the charges for the following related title services, namely title evidence, title examination, and closing services, shall be paid by Seller.

L. PRORATIONS: CREDITS: Taxes, assessments, fees, rents, income and all expenses relating to the use and occupancy of the Real Property, the Contractor shall prorate the sale price shall be prorated the day before Closing. Buyer shall have the option of taking over existing prorations of insurance, if insurance is available, in which case premiums shall be prorated. Cost of Closing shall be increased or decreased as may be required by prorations. All water and sewage service charges paid by Seller shall be prorated to Buyer.

M. SELLER'S LIENS: Buyer shall be entitled to be protected against any liens or mechanic's liens that may have arisen out of improvements to the Real Property after execution of this Contract. If any such liens or mechanic's liens arise that affect Buyer's title, then Buyer shall have the right to cancel the Contract and receive a refund of Buyer's down payment and any deposits paid. Seller shall pay interest on all amounts owed under the terms of this Contract for the period from the date of execution hereof until the date paid.

N. MATURED LIENS: Contact the City of Lake Worth for an informational letter indicating the condition of the matured liens. The City of Lake Worth may require the payment of $75.00 as an administrative fee. Contact the County Property Appraiser for an informational assessment taking into account existing exemptions. A tax proportion based on a estimate, at request of either party, be readjusted upon receipt of a tax bill. The Federal Government may not be responsible for this exemption.

O. SPECIAL ASSESSMENTS LIENS: Except as set forth in Paragraph X(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of the date of this sale is to be paid by Seller. Seller shall be responsible for paying all costs. Seller shall be liable for any special assessment liens that become due after the date of sale, unless Buyer delayed in making payment for same, Buyer shall be liable for all costs and expenses that may result from Buyer's failure to discharge any special assessment lien.

P. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed value of the Property so damaged, cost of restoration shall be deducted from the Contract price, but if the cost of restoration exceeds 3% of the assessed value of the Property so damaged, Buyer shall either take the Property as is, with either the 3% or any insurance proceeds payable by Buyer to Seller, in which case Buyer shall have no liability for the cost of any repair, alteration or improvement, as long as Buyer is not charged by Seller for the cost of restoration.

Q. CLOSING PROCEDURE: The Closing shall be upon delivery of all notices hereunder and any other notices required by law. The real estate broker shall deliver to Seller an instrument including all notices required by law, the broker shall not be responsible for any items previously delivered or issued by Seller. The broker shall cause the sale to be consummated by Seller signing the title insurance policy and all other documents required for the property to close.

R. ESCRIN: Any Escrow officer or escrow agent ("Escrow") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and subject to the terms hereof, to disburse same in accordance with the provisions of this Contract. Escrow shall not be liable for sums held in escrow if such sums are not due to Buyer or Seller or otherwise not properly disbursed by Escrow in accordance with the provisions of this Contract. Escrow may, at Escrow's option, continue to hold the subject matter of the escrow until the parties have resolved all disputes with respect to a dispute as to whether the subject matter of the escrow is due to Buyer or Seller. Any sums disbursed to Buyer and Seller shall be paid to Buyer and Seller respectively by Escrow and for any items previously delivered or issued by Seller. The broker shall cause the sale to be consummated by Seller signing the title insurance policy and all other documents required for the property to close.

S. ATTORNEY FEES, COSTS: In any litigation, including arbitration, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Section, shall be determined by a judge or arbitrator, shall recover reasonable attorney fees and costs from the other party.

T. CONTRACT NOT RECORDABLE: This Contract shall not be recordable in any public records. This Contract shall bind the parties to their successors in interest. Wherever the context permits, singular shall include plural and one gender shall include all. Notices and delivery given by or to the parties to this Contract shall be deemed received if given by registered mail at the address of the party to be served within 3 business days following deposit of the notice or delivery and in the manner prescribed by the Rules of this Court.

U. ADDITIONAL PROvisors or representations shall be binding upon Buyer or Seller unless included in this Contract. No modifications to or changes in this Contract shall be binding unless approved and consented to by the parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Buyer, or to the attorneys for Buyer, that are not readily observable by Buyer or which have not been disclosed to Buyer.
Subject: Request for to Amend the Office Zoning Districts to Allow Veterinary Clinics, Subject to Certain Restrictions.

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

Planning and Zoning Board Recommendation:

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

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

Planning and Zoning Board Summary: The P&Z Board felt that this amendment will not have a negative impact on the community, and that the proposed limitations will provide a buffer to residences within close proximity and to other tenants by limiting it to single tenant office buildings.
ORDINANCE NO. __________

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

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

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

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

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

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

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

(b) Permitted uses.

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

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

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

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

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

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

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

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

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

______________________________
Mayor Steve Leary

Attest:

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

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

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

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

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

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

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

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

Motion made by Tom Sacha, seconded by Randall Slocum to Amend the Office (O-1 and O-2) Zoning Code to allow veterinary clinics in the office zoning districts subject to limitations on a single tenant building and separation from residential as follows. Motion carried unanimously with a 7-0 vote.
March 28, 2017

To Whom It May Concern:

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

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

Sincerely,

[Signature]

Kim Neitzel, DVM

---

Kim Neitzel, DVM  
308 East Par Street  
Orlando, FL 32804  
PHONE 407-250-5000  
FAX 407-601-7841  
EMAIL gardenvetclinic@outlook.com
Resolution to Extend Certain Deadlines in Ordinance No. 2965-14 regarding Loren Avenue

The Public Works Department recommends adoption of this Resolution.

background

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 22nd day of May, 2017.

Attest:

________________________________
Steve Leary, Mayor

_______________________________
Cynthia S. Bonham, City Clerk
ORDINANCE NO. 2665-14

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

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

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

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

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

NOW, THEREFORE, BE IT ENACTED as follows:

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

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

Section 3. This Ordinance and all agreements and procedures relating to the vacation of a portion of Loren Avenue within the Ravaduage PD area are subject to the reversionary interest stated herein. Notwithstanding the vacation and abandonment of municipal right-of-way as provided in Sections 1 and 2 hereof, the subject right-of-way of Loren Avenue as set out in Sections 1 and 2 shall be null and void, and the City shall by reversion take title to the public right-of-way otherwise vacated and abandoned if development requiring the vacated roadway is not fully entitled and building permits issued on or before June 1, 2015. And, if permits for construction are timely issued on or before June 1, 2015, then the development requiring the
vacated roadway shall be fully constructed and a certificate of occupancy issued on or before June 1, 2017. Unless these deadlines are extended by action of the City Commission, the municipal right-of-way described in Sections 1 and 2 hereof shall by reversion, revert back into the ownership of the City of Winter Park to be used for any lawful purpose consistent with public right-of-way, including but not limited to usage as public roads.

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

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

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

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

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

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

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, MMC, City Clerk

Ordinance No. 2965-14
Page 2
SKETCH OF DESCRIPTION

(This is not a survey)
A PORTION OF LOREN AVENUE

LEGAL DESCRIPTION:

That portion of Loren Avenue, a 50 foot right-of-way, hereinafter described, according to the plat thereof, as recorded in Plat Book "W", Page 67, Public Records of Orange County, Florida, being more particularly described as follows:

Begun at the southwesterly corner of Lot 17, Block "C", hereon described, as recorded in Plat Book "W", Page 67, Public Records of Orange County, Florida, Thence northeasterly 90°05'39"E along said west right-of-way line, a distance of 23.59 feet to a point of curvature of a curve coning southeastwardly, and having a radius of 15.00 feet, Thence northerly 89°39'11"W along said curve and said west right-of-way line through a central angle of 90°05'21" and an arc distance of 23.59 feet to a point on the south right-of-way line of Kenneth Avenue, a 50 foot right-of-way, per said house acres, said point also being a point on a 90°05'21"E along said south right-of-way line, a distance of 23.59 feet to a point on the east right-of-way of the above-described Loren Avenue, said point also being a point on a non-tangent curve coning southeastwardly, having a radius of 15.00 feet, a chord bearing of 89°39'11"W and a chord length of 23.59; Thence southerly 89°39'11"W and an arc distance of 23.59 feet to a point of tangency; Thence 90°05'39"E along said east right-of-way line, for a distance of 23.59 feet to the point of beginning.

CONTAINING 0.29 ACRES (12,623 SQUARE FEET), MORE OR LESS.

1. The land as shown herein lies within Section 01, Township 22 E., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. This sketch does not reflect or determine ownership.
4. Boundaries shown herein are assumed relative to the West Right-of-way line of Loren Avenue, said bearing being 90°05'39"E.

EXHIBIT "A"

KIMBEL AVENUE

SURVEYOR'S NOTES:

1. The land as shown herein lies within Section 01, Township 22 E., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. This sketch does not reflect or determine ownership.
4. Boundaries shown herein are assumed relative to the West Right-of-way line of Loren Avenue, said bearing being 90°05'39"E.

LEGEND

MT = Natural
R = Recording
A = Central Angle
L = Length
C = Chord Bearing
D = Chord Distance
P.O. = Point of Beginning
P.O.C = Point of Curvature
PT = Point of Tangency
PC = Point of Curve
R = Right-of-Way

SECTION 01, TOWNSHIP 22
SOUTH, RANGE 29 EAST

HLSM LLC
Hardek-Lebo-Schepers, Inc.
Professional Surveyors & Mappers
180 Middle Street, Suite 1101
Lake Mary, Florida 32746
P: (407) 447-7260
F: (407) 447-8079
www.HLSMsurvey.com
Licensed Business No. 7220

Job No: E-5553
Date: 12/20/13
Drawn By: AJM
Scale: 1"=50'

William F. Macara
Professional Surveyor & Mapper
Florida Registration 58525

NOT VALID WITHOUT THE SEAL AND THE OFFICIAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
street.

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

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

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

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

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

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

b. RESOLUTION NO. 2153-15: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING CERTAIN DEADLINES IN ORDINANCE NO. 2965-14; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Brown read the resolution by title. Public Works Director Troy Attaway explained that a request was received to extend the reversionary deadline for the Loren Avenue right-of-way vacation (originally adopted June 23, 2014) due to extenuating circumstances related to private legal actions between the adjoining properties. The development has been on hold while waiting for a resolution of the legal matters. As originally adopted, the Loren Avenue right-of-way would revert back to the City of as of June 1, 2015 with the necessary permits and approvals being submitted and granted. The developer Mr. Bellows cannot move forward until these legal matters are resolved.

Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner McMacken. Dan Bellows, W. New England Avenue and
representing Benjamin Partners, explained what has been already completed and the legal issues he is having with the 50’ x 73’ piece of property. He stated this project has been approved by the City and cannot move forward because of this. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

c. **RESOLUTION NO. 2159-15**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING THE TERM OF EXISTENCE FOR THE GOLF COURSE STRATEGIC PLAN TASK FORCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

**City Commission Reports:**

a. **Commissioner Seidel**

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

b. **Commissioner Sprinkel**

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

c. **Commissioner Cooper**

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

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

e. Mayor Leary

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

The meeting adjourned at 7:35 p.m.

ATTEST:

[Signature]
Mayor Steve Leary

[Signature]
City Clerk Cynthia S. Bonham, MMC
RESOLUTION NO. 2153-15

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

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

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

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

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

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

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

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

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

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of May, 2015.

Attest:

Steve Leary, Mayor

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Florida Department of Transportation (FDOT) is exempt from CS/CS/HB 687 allowing for rate negotiation but denying municipalities similarly; and
WHEREAS, CS/CS/HB 687 has no requirement for colocation nor does it limit the number of poles in a vicinity, allowing for the proliferation of numerous devices and poles in concentrated area; and

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

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

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

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

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

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

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

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

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

By:____________________________

ATTEST: ________________________