



City Commission Regular Meeting

Agenda

December 8, 2021 @ 9:30 am

City Hall - Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

city commission regular meeting

NOTE: This morning session of the regular Commission meeting will be for administrative items and adjourn at 12:30 p.m. The afternoon meeting will begin at 2:30 p.m. and will be a continuation of any items not covered in the morning meeting, public comment, public hearings and commission reports.

please note

Times are projected and subject to change.

-
1. **Meeting Called to Order**
 2. **Approval of Agenda**
 3. **Mayor Report**
 4. **City Manager Report**
 - a. [Meet Your Department: Police Department](#) 10 minutes
 - b. [Confirmation of Gloria Eby as the City's Natural Resources Director](#) 5 minutes
 - c. [City Manager's Report](#) 5 minutes
 5. **City Attorney Report**
 6. **Non-Action Items**
 7. **Public Comments**

(Three minutes are allowed for each speaker)
 8. **Consent Agenda**
 - a. [Approve the minutes of the regular meeting, November 10, 2021](#) 1 minute
 - b. [Approve the minutes of the joint work session with Planning and Zoning Board, November 17, 2021](#) 1 minute
 - c. [Approve the minutes of the special meeting, November 23, 2021](#) 1 minute
 - d. [Approval of the formal solicitations:](#) 1 minute
 1. Advanced Roofing, Inc. dba Advanced Green Technologies - RFP14-21 - Solar Panel & Awning Fabrication, Installation, and Financing; Amount: \$930,000
 2. Tri-State Utility Products, Inc. - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$150,000
 3. Stuart C. Irby Utilities - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$125,000
 4. Wesco-Anixter - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$300,000
 5. Zabatt Engine Systems, Inc. - IFB9-21 - Generator for Community Center; Amount: \$181,000

6. Canin Associates, Inc. - RFQ27-21 - Continuing Urban Design Services
7. Toole Design Group, LLC - RFQ27-21 - Continuing Urban Design Services

e. [Approve the following piggyback contract:](#) 1 minute

1. Musco Lighting, Inc. - Clay County Contract #RFP18/19-2 - Equipment & Amenities for Parks & Playgrounds; Amount: \$155,000 for goods and services on an as-needed basis during the remainder of the term of the Agreement, contract term through May 28, 2022;

f. [Approve the following contracts:](#) 1 minute

1. Paymentus Corp. - FY20-75 - Professional Survey Consulting Services; Amount: \$350,000 for services on an as needed basis during the term of the Agreement.
2. Trane Company - FY17-46 - Chiller/HVAC Maintenance; Amount: \$116,000 for services on an as needed basis for the remainder of the current term of the Agreement.
3. The Davey Tree Expert Co. - ITN23-18B - Vegetation Management Services; Amount: \$600,000 for services on an as needed basis during the term of the Agreement.

g. [Approve proceeding with projects allocated for ARPA Funding](#) 1 minute

9. Action Items Requiring Discussion

- a. [Discussion of Mayor's State of the City Address](#) 5 minutes
- b. [Consideration of the acquisition of the property at 1401 Howell Branch Road.](#) 15 Minutes
- c. [Settlement of 654 Selkirk Drive setback issue](#) 20 Minutes
- d. [State Legislative Priorities](#) 10 minutes
- e. [Creation of a guidebook or standards that exemplify and create development standards for upholding the character, charm, scale of the Winter Park Vision Statement adopted by the community.](#) 45 minutes

10. Adjournment



City Commission **agenda item**

item type City Manager Report	meeting date December 8, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Meet Your Department: Police Department

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date December 8, 2021
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Confirmation of Gloria Eby as the City's Natural Resources Director

motion / recommendation

Confirm Gloria Eby as the City's Natural Resources Director

background

The City Charter calls for the City Manager to seek the confirmation of the City Commission to appoint department Heads.

4.05 Powers and duties.

The city manager shall:

(b) Appoint department heads and the city clerk subject to the confirmation by the city commission.

Included in the adoption of the FY 2022 budget, the City Commission authorized hiring a new Department Head to lead the Natural Resources Department to be made up of the Lakes, Sustainability and Urban Forestry Divisions. Due to the recent loss of the City's Sustainability Manager, staff is recommending leaving Urban Forestry in the Parks Department for one year and then evaluating the division's move early in 2023. This would allow the new Director the opportunity to put maximum effort into rebuilding the Sustainability team and evaluate and make improvements to the lakes management efforts.

A conditional offer has been made to Gloria Eby for the position of Natural Resources Director. Ms. Eby is currently the Principal Scientist/Director of Lakes Management and Mosquito Control for Seminole County. She is also the President of the Florida Lakes Management Society. Ms. Eby holds a Master of Biology degree from UCF.

Attached please find Gloria Eby's resume and a letter of recommendation from Mark Hoyer, Director Florida LAKEWATCH.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Gloria Eby resume.pdf](#)

ATTACHMENTS:

[Recommendation Mark Hoyer.docx](#)

GLORIA MICHELLE EBY

SKILLS & ABILITIES

Mosquito Control Program:

- Responsible for all operational activities and administrative functions.
- Ensure compliance with state and federal rules and laws including NPDES permitting.
- Control materials selected by effectiveness, environmental safety, and cost.
- Coordinate and host Mosquito Control Advisory Board Meetings with seven cities and state.
- Coordinate surveillance data utilizing various mechanics including sentinel chickens, mosquito traps, citizen complaints, landing rates, dip inspections.
- Developed outreach program generated to educate citizens on source reduction which included video PSAs, educational brochures and flyers, website redevelopment, and design for vehicle wraps.
- Maintain chemical supply and inventory for program.
- Execute all state documents and contracts required by Florida Department of Agriculture and Consumer Services (FDACS); financial, material, operational, and equipment inventory.
- Coordinate with Florida Department of Health and seven cities on disease vector cases to ensure public safety and health which includes immediate assessment and response to control arthropods.
- Executed effective Zika Mitigation efforts within Seminole County.
- Administered grants in excess of \$2.2 million dollars for Zika Mitigation Efforts.
- Hurricane response- conduct aerial adulticiding missions post storm.
- Supervisory of 10 FTEs/ 2 Part-time.

Lake Management Program:

- Responsible for all operational activities and administrative functions.
- Conduct in-depth lake bioassessments and generate reports, both technical and citizen friendly.
- Manage lake restoration projects (design, implementation, and long-term maintenance).
- Develop and implement a Lake Management Plan for 24 MSBU lakes within Seminole County (various lakes including the East Crystal Chain of Lakes). These plans include annual action items pertinent to the lake community, identifying restoration activities and needs, conducting routine and technical herbicide treatments, providing water quality and vegetation quality trend analysis, and providing budgetary development and fiscal management.
- Provide MSBU Program with budgetary development, citizen communication, and conduct annual meeting for each MSBU waterbody.
- Coordinate Lake Association (HOA or Board) meetings and provide technical presentation/recommendations to Seminole County Residents and various agencies (Cities, FDEP, FWC, SJRWMD) for over 70 lakes within Seminole County.

- Maintain FWC Aquatic Plant Management and Grass Carp Permits for Seminole County and provide fish stocking rate evaluation for future stockings.
- 17 years experience in extensive hydrilla management (and other SAVs); successful multi-tiered approach utilizing physical-mechanical-biological controls. Experience with utilizing specialized equipment for various restoration needs.
- Manage various grant funds and projects for Lake Jesup Restoration efforts- over 800 acres /70,000 linear feet of shoreline restored.
- Conduct stream restorations. Currently in design phase for Little Wekiva River Restoration efforts with legislative appropriations.
- Project manager for over 20 different nutrient and hydrologic studies focused on watershed assessment and nutrient inputs to lakes in Seminole County.
- LAKEWATCH Program- Coordinate with meetings and volunteers.
- Seminole Education, Restoration, and Volunteer (SERV) Program- Coordinate with program to conduct volunteer events which include planting schematics, location/event coordination, budget, and other SERV related activities.
- UF/IFAS Florida Friendly Landscaping Agent- Coordinate with agent to implement principals into HOAs and lake communities to further reduce nutrients entering county waterways such as fertilizer campaigns, newsletters, and FFL landscaping practices.
- Authored Seminole County's Shoreline Protection Ordinance enacted in April 2021.
- Hurricane response- data assessment team leader.
- Supervisory of 3 FTE/ 2 Part-time.

Water Quality Program:

- Implement/Coordinate/Manage the Water Quality Monitoring Program to fulfill regulatory compliance as well as meeting quarterly and annual sampling/monitoring goals. Responsible for all operational activities and administrative functions.
- Provide personnel training in FDEP SOP's for surface water sampling.
- Manage the Water Quality Monitoring Program analytical laboratory contract.
- Maintain Water Quality Lab results (updating field books, EXCEL spreadsheets formats, check lab accuracy, etc.).
- Develop 650-MDS data download of all water quality sampling locations to be uploaded onto the Watershed Atlas.
- Send USF QA/QC'ed data files to be uploaded onto the Watershed Atlas and reviewing uploaded data for accuracy.
- Manage maintenance of all water quality water vessels and related equipment (PM, wash, purchase, and repair).
- Manage 6 YSI stations and manage contract/reports for 6 ISCO auto-sampling units.
- Train other personnel in calibration, repair and maintenance of the YSI sampling units.

TMDL Biomonitoring:

- Used as an "expert" scorer by FDEP for rapid bioassessment agency audits.
- Ensure compliance with NPDES Permit for additional biological assessment components.
- Develop target monitor program based on the 303(d) Verified list for Seminole County.
- Coordinate/Schedule/Manage the Biomonitoring program to fulfill regulatory compliance as well as meeting quarterly and annual sampling/monitoring goals.
- Provide personnel training in FDEP SOP's for TMDLs.

- Maintain biological laboratory results (updating field books, EXCEL spreadsheets formats, check lab accuracy, etc.).
- Training for proficiency in macroinvertebrate taxonomic identification.
- Training and testing for FDEP SOP's habitat assessment certification.
- Development of biological log book, taxonomic verifications, taxonomic re-verifications, reference collection library and verification list as required by FDEP SOP's.
- Manage maintenance of all biological sampling and laboratory equipment. (purchase and repair).
- Conduct various presentations (Scientific Meetings, Homeowners Associations, Schools, Boards, etc.).

EXPERIENCE

PRINCIPAL SCIENTIST- MOSQUITO CONTROL PROGRAM DIRECTOR, SEMINOLE COUNTY

May 2014 - Present

Mosquito Control Program Director. Responsibilities include coordination, surveillance, and execution of arthropod control activities including staff supervision, administrative and budgetary preparation, and execution.

PRINCIPAL SCIENTIST- LAKE MANAGEMENT PROGRAM MANAGER, SEMINOLE COUNTY

February 2007 - Present

Lake Management Program Manager. Responsibilities include coordination, surveillance, and execution of aquatic plant management activities including staff supervision, administrative and budgetary preparation, and execution.

SENIOR ENVIRONMENTAL SCIENTIST, SEMINOLE COUNTY

June 2004 - February 2007

Water Quality Program Manager. Responsibilities include the coordination and execution of water quality and biological monitoring programs including laboratory and data management.

WATER QUALITY INTERN, SEMINOLE COUNTY

January 2000- July 2004

Water Quality/Stormwater Intern. Assisted scientists and engineers on daily duties related to the program's mission.

EDUCATION

UNIVERSITY OF CENTRAL FLORIDA- MASTER DEGREE IN BIOLOGY 2008

Coursework in statistics, bio-conservation and ecology, genetics, advanced limnology, entomology, macroinvertebrate community research.

- Thesis: **TMDL Bioassessment Sampling of Benthic Macroinvertebrates for Lake Jesup and Lake Seminary**

UNIVERSITY OF CENTRAL FLORIDA- BACHELOR DEGREE IN BIOLOGY 2001

Course work in entomology, biology, botany, ecology, genetics, mathematics, conservation, limnology, Florida landscapes and aquatic systems.

UNIVERSITY OF CENTRAL FLORIDA- MINOR IN ENVIRONMENTAL SCIENCES 2001

Course work in environmental policy, philosophy, politics, and planning including permitting and knowledge of governmental agencies.

SEMINOLE COMMUNITY COLLEGE – ASSOCIATE IN SCIENCE DEGREE 1996

Course work in humanities, social science, mathematics, and science.

CERTIFICATION

- FDAC Aquatic Applicators License
- FDAC Public Health Pesticide License & Directors License
- Plant Proficiency Testing/Certification administered by FDEP
 - Certification must be maintained in order to conduct Lake Vegetation Indices (LVI) biological assessments, which are crucial biological confirmation protocol within the FDEP TMDL process. One of ~50 biologists statewide to hold this certification; only staff member certified within Seminole County Government.
- Boater Safety Training Certification
- Airboat Training and Certification
- FDEP Stream Habitat Assessment Certification
- FDEP Stream Condition Index (SCI)/Biorecon Sample Training Certification
- FDEP Lake Habitat Assessment Certification
- FDEP Lake Condition Index (LCI) Audit
- Taxonomic Certification for the identification of several aquatic macroinvertebrate groups
- CPR
- SCUBA

PROFESSIONAL AFFILIATIONS

- Florida Lake Management Society (Current President)
- Florida Mosquito Control Association
- First female president for the Florida Association of Benthologists
- Florida Aquatic Plant Management Society
- Florida Department of Environmental Protection Biocriteria Meetings

REFERENCES

KIM ORNBERG, P.E.

Watershed Management Division Manager, Seminole County
407-665-2419

MARK HOYER

Director Florida LAKEWATCH
Fisheries and Aquatic Sciences UF/IFAS
352-273-3611

ED HARRIS

Biological Administrator, Invasive Plant Management Section
Florida Fish and Wildlife Conservation Commission
407-858-6170

MARIANNE PLUCHINO

Senior Environmental Scientist, Seminole County

Aquatic Biologist

407-719-6069

DEAN G BARBER

Dean Enterprises Consulting (owner), Seminole County

Prior Biological Administrator, Invasive Plant Management Section

Florida Fish and Wildlife Conservation Commission

407-721-8071

UF/IFAS
School of Forest, Fisheries & Geomatics Sciences
Fisheries and Aquatic Sciences Program

7922 NW 71st Street
Gainesville, FL 32653-3071

May 10, 2021

Mr. Randy Knight

I am writing to recommend Gloria Eby for a Lake Management Position in the City of Winter Park. I first met Gloria approximately 15 years ago at a Florida Lake Management Society (FLMS) annual meeting. From that point forward Gloria was an active member of FLMS taking advantage of all the knowledge presented and experience acquired by many of the best lake management scientists and lake managers in Florida. Having served on several committees she is now the President Elect of FLMS and will serve three years (President and Past President) helping direct the society, one of the strongest state lake management societies in the country.

I am the Director of Florida LAKEWATCH, a volunteer water quality monitoring program and have worked in the Lake Management arena at University of Florida for 40 years. We have many volunteers across the state, including more than 30 monitoring lakes in Seminole County where Gloria has spent most of her professional life researching and managing lakes. I have worked with Gloria on several occasions working on common program lakes and know that she is very knowledgeable at all lake management levels and works well with stakeholder including difficult ones which are abundant on most lake systems. Gloria has the talent a patience to work educating and working with stakeholders to determine best lake management strategies to achieve desired goals.

I could go on but I am a man of few words. Gloria has extensive work experience in Mosquito Management, Water Quality, TMD Biomonitoring, Aquatic Plant Management and general Lake Management. She works well with all people, has a great work ethic and would be a great hire to management lakes in Winter Park. I highly recommend Gloria for the position without reservation

Sincerely

Mark Hoyer
Director Florida LAKEWATCH



City Commission **agenda item**

item type City Manager Report	meeting date December 8, 2021
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

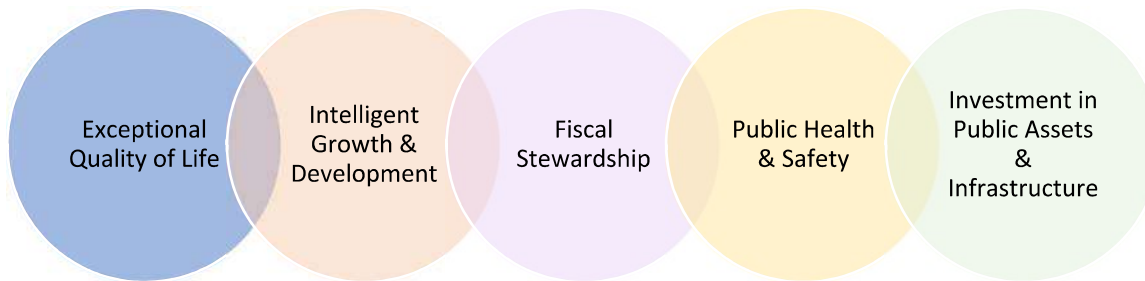
[90Day Report 12.8.21.pdf](#)



90-Day Report

This outline provides a timetable for issues and items that are planned to come before the commission over the next three months as well as the status of initiatives that do not have any determined completion date. These are estimates and will be updated on a monthly basis.

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Exceptional Quality of Life

Item	Description	Item Department	Item Date
Shady Park and MLK Proposed Improvements	Discuss the proposed MLK Unity Memorial and proposed Shady Park Improvements.	Parks & Recreation	Jan
Historic Designation	Request by the City Commission to approve a voluntary designation of the property and City Hall building at 401 S. Park Avenue as an individual historic landmark.	Planning & Transportation	Jan

Title 2: Intelligent Growth & Development

Item	Description	Item Department	Item Date
Meet your Department Presentation	The IT Department will present their video to increase awareness of the various city services their department provides.	IT	Jan

Item	Description	Item Department	Item Date
Meet your Department Presentation	The Administration Department will present their video to increase awareness of the various city services their department provides.	Administration	Feb

Additional Items of City Interest

Title 3: Exceptional Quality of Life

Item	Description	Item Department
Library & Events Center	Construction at the Library and Events Center is complete. The Library staff and books have been moved from the old and into the new library. Both libraries are closed until grand opening of the new library on December 11th. Staff in both the Events Center and the Library are working to equip both buildings for business.	Public Works

Title 4: Intelligent Growth & Development

Item	Description	Item Department
Sustainability Plan	A work session was held October 28 to discuss the updated Sustainability Action Plan (SAP). Based on City Commission feedback, staff will make further revisions and to be presented at a future Commission meeting.	Sustainability & Planning

Title 5: Investment in Public Assets & Infrastructure

Item	Description	Item Department
Electric Undergrounding	Miles of Undergrounding performed Project G: 4.12 miles completed Project J: 2.72 miles 3% complete Project L: 9.57 miles 26.5% complete Reliability project Q: 5.78 miles 91% complete Project R: 4.31 miles (28% complete) Commission approved advancement TOTAL so far for FY 2022: 1.0 miles	Electric

Upcoming Advisory Board Meetings

This report provides a summary of upcoming board meetings currently scheduled on the calendar for the next month.

Additional information relating to all of the City's boards such as meeting schedules, agendas, minutes, and board membership can be located on the City website at: <https://cityofwinterpark.org/government/boards/>

December Board Meetings

Advisory Board	Meeting Date	Meeting Time
Code Compliance Board	12/2/21	3 p.m.
Lake Killarney Advisory Board	12/3/21	10 a.m.
Civil Service Board	12/7/21	4 p.m.
Planning & Zoning Board	12/7/21	6 p.m.
Historic Preservation Board	12/8/21	9 a.m.
Community Redevelopment Advisory Board	12/9/21	5:30 p.m.
Lakes & Waterways Advisory Board	12/14/21	Noon
Board of Adjustments	12/14/21	5 p.m.
Parks & Recreation Advisory Board	12/15/21	5:30 p.m.
Tree Preservation Board	12/28/21	5 p.m.

Upcoming Work Sessions

This report provides a summary of upcoming work sessions currently scheduled on the calendar for the next three months.

Work Sessions	Meeting Date	Meeting Time
City Commission Work Session	12/9/21	1:00 p.m.
City Commission & Economic Development Advisory Board Joint Work Session	12/14/21	8:15 a.m.
Broadband & Smart City Ad Hoc Committee	12/16/21	9 a.m.
Planning & Zoning Board Work Session	12/28/21	Noon



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, November 10, 2021

motion / recommendation

Approve the minutes

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin-2021-11-10.pdf](#)



City Commission Regular Meeting Minutes

November 10, 2021 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper (arrived at 3:45 p.m.) and Todd Weaver; City Manager Randy Knight; City Attorney Kurt Ardaman; City Clerk Rene Cranis.

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:31 p.m.

2) Invocation

Reverend Kathy Beasley, Central Florida Center for Spiritual Living, provided the invocation followed by the Pledge of Allegiance led by Senior Police Officer and Marine veteran Jason Bracknell.

3) Approval of Agenda

Motion made by Commissioner Sullivan to approve the agenda; seconded by Commissioner DeCiccio. Motion carried unanimously with a 4-0 vote. (Commissioner Cooper arrived late.)

4) Mayor Report

Mayor Anderson spoke about the top two values of residents from a 2016 survey, history/heritage and village ambience and small-town feel, and their importance to items on the agenda.

a. Proclamation - Week of the Family

Mayor Anderson read the proclamation declaring November 6-13 as Week of the Family themed My Family: My Compass. Elizabeth Rahter, Orange County committee chair, thanked the city for its support and invited everyone to participate in the events.

b. Proclamation - Small Business Saturday

Mayor Anderson read the proclamation designating November 27th as Small Business Saturday to support small businesses in the community and presented the proclamation Betsy Gardner Eckbert, President of WP Chamber of Commerce. Ms. Eckbert thanked the city for its support of small businesses.

c. Proclamation - Eastbank House 150th Anniversary

Mayor Anderson read the proclamation recognizing October 27th as the 150th anniversary of Eastbank House and presented the proclamation to Ed and Bill Twachtman, who were raised in the home.

Mayor Anderson spoke about the commission's priority list, accomplishments and project status, which was shared with the commission prior to the meeting.

5) City Manager Report

Mr. Knight introduced Pam Russell, new Division Director of Human Resources.

a. Meet your Department: Planning & Transportation

Bronce Stephenson, Director of Planning and Transportation, gave presentation on the department functions and introduced team members. He showed a video highlighting the accomplishments of department as told by some residents. Mayor Anderson spoke on the success stories from the video which speaks to values and making neighborhoods safe.

b. Confirmation of Director of Building and Permitting Services candidate Gary L. Hiatt, CBO

Mr. Knight introduced Gary Hiatt and recommended confirmation of his appointment as the new Director of Building and Permitting Services.

Motion made by Commissioner Cooper to confirm the appointment of Gary L. Hiatt, CBO, as Director of Building and Permitting Services; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

Mr. Knight noted that the first meeting of the Lake Killarney Advisory Board is December 3rd at 10:00 a.m.

Commissioner DeCiccio expressed her concerns about limited parking for the Library and Event Center and asked about replacement of loss of parking due to the cancellation of the parking lease with Heritage Park. Mr. Knight advised that parking will be available for the grand opening as the lease does not expire until mid-December. He outlined staff efforts on shared parking arrangements, parking lot on the south side of the lake, parallel parking on Harper Street and Comstock Avenue. Staff is also exploring options for a parking garage with potential funding from the infrastructure bill.

Commissioner Cooper asked for an update on the turn lane from Denning Avenue to Fairbanks. Sarah Walter, Transportation Manager, advised that partial design drawings are anticipated by the beginning of December for staff review from a transportation and stormwater perspective and provided details on design.

Commissioner Weaver asked about the median crosswalk at Morse in front of the Library and Event Center. Mrs. Walter provided details on design and construction that is underway.

Commissioner Weaver suggested that the city look at the Sesco building for a short-term parking arrangement or purchase.

Mayor Anderson suggested that the city should also look ways to improve the Morse and Denning intersection.

Commissioner Weaver asked if it would be appropriate for members of the commission to participate in applicant interviews for the new Director of Natural Resources position.

Commissioner Cooper noted that the charter may restrict the commission's role. Attorney Ardaman read the charter referencing commission interference with administration, which includes the city manager's responsibility for appointment and removal of city employees, with department heads subject to Commission confirmation. He said the commission could provide criteria to the city manager rather than participating in interviews. Discussion was held on the position description, the range of responsibilities managing three functions - lakes, forestry and sustainability, and the hiring process ending with the Commission's confirmation of the city manager's department head recommendation.

Commissioner Cooper clarified for the record that she is not opposed to parking garages but is opposed to parking garages on park land. Commissioner DeCiccio concurred.

Mayor Anderson asked for the status of retaining an urban or town planning consultant. Mr. Stephenson stated the intent is to have a planner as extension of staff to prepare plans and renderings as needed. Mayor Anderson said he understood the intent was a continuing services agreement with a firm focused on urban planning, as opposed to building design, and familiarity with smart code, block configuration, and form-based coding. After discussion, consensus was to revisit the scope of work for an urban planner and place on the next agenda.

Mayor Anderson noted that staff is exploring issues with front setback of properties on Selkirk which may require mitigation strategies or review of policy matters.

Mayor Anderson invited everyone to attend the Veteran's Day celebration at Shady Park on Friday, November 12th at 10 a.m.

6) City Attorney Report

7) Non-Action Items

- a. Appointments to Orange Avenue Overlay Architectural Review Board (Mayor Anderson and Commissioner Sullivan)

Commissioner Sullivan appointed Andrew Krecicki. Mayor Anderson said he is considering candidates.

- b. Discussion of Progress Point park design.

Jason Seeley, Director of Parks and Recreation, gave a presentation on Progress Point Park timeline toward planting of trees in mid-January and responded to questions.

8) Public Comments | 5 p.m. or soon thereafter (heard after Consent Agenda)

9) Consent Agenda

- a. Approve the minutes of the regular meeting, October 27, 2021
- b. Approve the minutes of the work session, October 28, 2021 **(Removed by Commissioner Sullivan)**
- c. Approve the following contracts: **(Removed by Commissioner Weaver)**
 - 1. Graef-USA, Inc. - Renewal of RFQ-19-2018 - Professional Structural Engineering Consulting; Amount: \$75,000 for services on an as needed basis during the term of the Agreement.
 - 2. Irvine Mechanical, Inc. - Renewal of IFB19-19 - HVAC Installation, Repair & Replacement Services; Amount: \$300,000 for services on an as needed basis during the term of the Agreement.
 - 3. Advanced Compatible Solutions, Inc. - Renewal of FY19-10 -Fire Alarm System & Monitoring; Amount: \$150,000 for services on an as needed basis during the term of the Agreement.
- d. Approve the following piggyback contracts:
 - 1. SDD International, Inc. - State of Florida Contract #46000000-21-STC - Defense Products; For goods on an as-needed basis during the term of the Agreement, contract term through September 30, 2024; Amount: \$75,000 for FY22.
 - 2. Lawmen's and Shooters' Supply, Inc. - State of Florida Contract #46000000-21-STC - Defense Products; For goods on an as-needed basis during the term of the Agreement, contract term through September 30, 2024; Amount: \$50,000 for FY22.
 - 3. Stop Stick, Ltd. - GSA Contract #47QSWA19D0035 - Pursuit Control and Prevention Devices; For goods on an as-needed basis during the term of the Agreement, contract term through January 31, 2024; Amount: \$75,000 for FY22.
 - 4. USA Services of Florida, Inc. - City of Daytona Beach Contract #13-159 - Mechanical Sweeping Services; For services on an as-needed basis during the term of the Agreement; Amount: \$225,000 for FY22.
 - 5. Aquatic Weed Control, Inc. - Orange County Contract #Y18-178 - Aquatic Restoration & Management Services; For services on as needed basis for the remainder of the current term; Amount: \$215,000 through 4/10/2022.

6. Motorola Solutions, Inc. - Orange County Contract #Y18-170-MV - Motorola Services; For services on as needed basis during the term of the Agreement; Amount: \$170,000 for FY22.

Commissioner Weaver removed Item c for clarification.

Motion made by Commissioner Cooper to approve Consent Agenda Items a, b and d; seconded by Commissioner Weaver.

Commissioner Sullivan addressed Item b stating that stated although minutes are accurate regarding the resolution supporting 100% renewable energy he would like them to reflect his strong belief that the city should move forward with the resolution now.

Commissioner Cooper revised her motion to exclude Items b and c; seconded by Commissioner Weaver.

Motion made by Commissioner Sullivan to amend the minutes adding a sentence on Page 1 under his comments stating "Commissioner Sullivan further stated that he felt it is important that we pass the resolution for 100% renewable energy as soon as possible." seconded by Commissioner Cooper.

Item 9c: Commissioner Weaver asked for clarification on Items 1 and 2. Mr. Knight advised that these are renewal of contracts for services on an as-needed basis with project costs budgeted separately.

Motion made by Commissioner Weaver to approve Item 9c; seconded by Commissioner Cooper. There were no public comments.

Motion to approve Item 9a and 9d carried unanimously with a 5-0 vote.

Motion to approve Items 9b as amended carried unanimously with a 5-0 vote.

Motion to approve Item 9c carried unanimously with a 5-0 vote.

8) Public Comments | 5 p.m. or soon thereafter

David Williams, 209 Tyree Lane, spoke about loss of trees and the detrimental impact of the hospital campus on the tree canopy, safety and traffic in the neighborhood.

Robb Lauzon, 1309 Seneca Falls, Orlando, said he is leading a group of students at UCF researching civic engagement in Winter Park and invited everyone to participate through interviews being conducted at Rollins College.

Mayor Anderson declared a recess at 5:14 p.m. and reconvened the meeting at 5:25 p.m.

10) Action Items Requiring Discussion

- a. Funding for Ideal Women's Club Roof Replacement

Commissioner Weaver stated that the Woman's Club has not received any revenue during the pandemic which resulted in its loss of insurance. Estimates for the roof are just under \$20k but do not include the cost to repair wood rot and drywall. He requested ARPA funding to cover the cost of the roof and make related repairs.

Motion made by Commissioner Weaver to approve one-time ARPA funding of \$25,000 for the roof repair; seconded by Mayor Anderson.

At the suggestion of Commissioner Sullivan the **motion was amended by Commissioner Weaver to read "up to \$25,000"; seconded by Mayor Anderson.**

Mayor Anderson noted that this organization would have qualified under the city's recent grant program to support non-profits with ARPA funding and that this essentially a continuance of that program with a late entrant. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

b. Swoope Property Notice-to-Dispose (NOD) Responses

Mr. Knight reviewed criteria of the NOD and said the two responses to NOD would meet the city needs.

Mayor Anderson summarized his understanding of the proposals to use the land for an expansion of existing buildings, facilities or parking and direction to staff is needed to proceed with negotiations.

Mr. Knight responded to questions clarifying that the offers, \$800k and \$750k, were for nearly the same portion of the one-acre site and that 8-10 parking spaces are needed for city maintenance staff.

Commissioner Weaver expressed his concern regarding emergency vehicle access and opposed parking spaces near the well head for environmental reasons. He disclosed that he spoke with Elevation representatives.

Commissioner Sullivan said he spoke with Chris King, Ben Friedman and Stuart Heaton from Elevation Financial and Tom Saltmarsh. He asked for clarification on Elevation's proposal to use eight parking spaces on city-owned land rather than including this land as part of the land swap/purchase.

Commissioner Cooper said she feels a new maintenance facility does not reach the extraordinary level of public benefit needed for her to support loss of land in the CBD. She believes that the land value is underestimated due to its location and proximity to the golf course and that comparable land sales in the area which would support a higher value. She suggested that considering an alternate location for the maintenance building; shared parking, drainage, access and circulation; and maintaining current zoning with 45% FAR and two-stories.

Commissioner Weaver said he feels there is a public benefit with enhanced revenue from the new columbarium at Palm Cemetery and the close proximity of the maintenance facility to Central Park. He feels the land is more valuable than the cash offer of either proposal.

Commissioner Cooper spoke about the sale of the Embarq parking lot property and said she feels more can be done together than individually but this is a good starting place for parties to work together toward a mutual benefit.

Mayor Anderson said that because this is a unique parcel of land, he feels a diversified parking strategy among all long-term users would be better than carving it up into individual parcels. He viewed this as an opportunity for a public/private partnership to optimize this parcel. He spoke on the land value (approximately \$2.5M based on offers), which may not be accurate for property with limited access. He asked how the value was derived. Mr. Knight stated that the land value is based on an appraisal done in 2019. Discussion followed on factors that would affect the appraisal – frontage on the golf course and New York Avenue and limited accessibility.

Mayor Anderson spoke about the building height of the Seventh Generation Building which is two-stories over parking. He noted that the total building height is more comparable to a two-story building under current guidelines, which would be an 18 to 24-foot first story and 14-foot second floor. He said he would prefer to see a master plan for entire site (3 acres including Embarq property) with a diversified parking strategy and 45% FAR per city code.

Commissioner Cooper said she feels the only question is the maximum height of the building noting that the building height around Central Park is two stories but the code allows 2-3 stories.

Commissioner Sullivan said that there are opportunities for either proposal but clarity is needed on some aspects of the proposals. Commissioner DeCiccio agreed.

Tom Saltmarsh, Seventh Generation, spoke on the valuation and their offer. He said as a city resident he would not recommend accepting less than value and said they would stand back to get an updated appraisal with interest in further discussions on any plan.

Ben Friedman, director of Public Affairs for Elevation, noted their desire to relocate to Winter Park and said he feels their proposal meets city needs and goals. He spoke on valuation of property and said the terms are equal to or better than their terms for Embarq property. He responded to Commissioner Sullivan's question regarding parking stating that the city required access to the pump house so their proposal did not include that land and added that adjustments can be made if city needs less parking. He expressed a willingness to continue toward good faith solution.

In response to questions by Mayor Anderson, Attorney Ardaman said that the commission may negotiate and discuss aspects of the proposal with any person.

Mayor Anderson disclosed that he spoke with both parties prior to the NOD process. He suggested obtaining an updated appraisal, negotiating with both parties and expressing a preference for 3-acre solution (treat the whole triangle as a solution in and of itself) paying particular attention to the building height as it approaches the golf course.

Discussion followed on maximum building height at the golf course and setbacks from the golf course property line and fairway.

Motion made by Mayor Anderson to direct staff to obtain an updated appraisal and distribute to both proposers; to continue discussions with both proposers; express a preference, not a mandate, for a holistic solution for all four parcels (including Embarq); and a maximum of two stories over parking along the north edge of the Seventh Generation building with a maximum height of 40 feet; seconded by Commissioner Weaver.

After discussion on building height and stories, **Mayor Anderson revised his motion to express the maximum height in feet (40 feet) without reference to number of stories.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

Mayor Anderson declared a recess at 6:58 p.m. and reconvened the meeting at 7:14 p.m.

c. Funding for brick street leveling and canal dredging

Mr. Knight stated that these two projects are on the Commission's list of projects for ARPA funding and ready to move forward. He noted that other projects slated for ARPA funding will come to the commission as projects are ready to begin and said staff is comfortable that these projects qualify for ARPA funding.

Troy Attaway, Director of Public Works, outlined current and proposed bricking projects with priority on higher volume streets and stated the unit price contract will determine how much work can be done. He said canal dredging will begin in January as it is the best time to close the canals. He added that replenishment of the Dinky Dock beach can be included as part of the dredging project.

Motion made by Commissioner Sullivan to approve the use of allocated ARPA funds for projects as presented; seconded by Commissioner Weaver. There were no public comments.

Mayor Anderson suggested a work session for prioritization of projects funded by the pending infrastructure bill.

Motion carried unanimously with a 5-0 vote.

11) Public Hearings

- a. ORDINANCE 3224-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2020 - 2021 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (2nd Reading)

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Weaver to adopt the ordinance on second reading; seconded by Commissioner DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- b. ORDINANCE 3225-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 58-89 OF THE CITY CODE CONCERNING ZONING CHANGES AND AMENDMENTS; ADDING A SUBSECTION CONCERNING SUPERSEDING CLAUSES WITHIN ZONING CODE TEXT AMENDMENTS; CLARIFYING PROVISIONS RELATING TO PERSONS WHO MAY MAKE APPLICATIONS FOR ZONING TEXT AND MAP AMENDMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sullivan to adopt the ordinance on second reading; seconded by Commissioner DeCiccio.

Mr. Ardaman responded to questions and discussion followed on the purpose and application of this ordinance. There were no public comments.

Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

- c. Request of Z Properties for: Approval to enlarge and maintain city-owned retention pond located behind 341 N. Pennsylvania Avenue and to route stormwater retention for previously approved office building located at 301 N. Pennsylvania Avenue to the city-owned retention area. **Continued to December 8, 2021 City Commission per staff.**

Bronce Stephenson, Director of Planning and Transportation, staff is requesting a continuance to December 8th to further review the proposal and stormwater requirements and provide original agreements and ordinances.

Motion made by Commissioner Weaver to continue this request to December 8th; seconded by Commissioner DeCiccio. Upon a roll call vote, Commissioners Sullivan,

DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

d. Ordinance - Establishing Multi-Modal Transportation Impact Fee (1st Reading)

Attorney Ardaman read the ordinance by title.

Mayor Anderson said he discussed this with Mr. Stephenson who explained that the fees differ based on the use. He had asked whether a classification can be adjusted to a lower fee structure if it is an intentional act of incentivizing that class and staff replied yes, but it is better to do it as a class rather than on an individual basis. Mayor Anderson asked whether fees apply to city, county or state educational facilities.

Cliff Tate, Kimley-Horn, explained the factors that are considered when developing fees for educational facilities.

City Attorney Dan Langley explained that Section 59-6(c) exempts essential public services such as public and charter schools but does not exempt private schools and doesn't address colleges; however, that language could be clarified further. He addressed Mayor Anderson's question about discounting fees for specific users and advised that state statute requires many factors to be considered when adopting an impact fee. He outlined three factors that could lead to a challenge of the fee if it is not fairly applied over all classifications and only one classification is allowed to be discounted. He cited case law about waiving impact fees after they are established for a particular project where the city would have to pay the difference between the discounted fee and established fee.

Mayor Anderson said an alternative to discounting fees may be an economic development incentive that may attract businesses.

Commissioner Weaver said he is not in favor of offering discounts on mobility fees and that costs should not be passed on through property taxes. He noted that some targeted businesses are non-profits that do not pay property taxes.

Commissioner Sullivan agreed but he can see where a business might provide so much public benefit that it may be beneficial to give a discount for a special segment of businesses.

Commissioner Cooper expressed her concern regarding inter-mingling multi-modal fees with impact fees.

Mr. Tate explained Orange County's different levels of impact fees and gave a presentation on methodology, application of fees, legal requirements for calculation and use of fees.

Mr. Langley, responding to Commissioner Cooper, advised that public notice must be given 90 days prior to the effective date of the ordinances. Notice, including the rates, was

published on September 28th and if the ordinance is adopted on December 8th with an effective date of January 1, 2022, the 90-day requirement is met.

Mr. Tate continued his presentation on legal requirements for increasing fees, calculations of impact fees, local government comparison by unit fee, and collections. Mr. Tate responded to questions followed by discussion of fees, discounting, eligible projects and use of impact fees.

Commissioner Cooper requested a list of items that are clearly fundable. Mayor Anderson said he feels the list should focus on the gray areas such as bicycles, under or overpasses and circulators and suggested that commissioners submit gray area items to Mr. Stephenson and Mr. Ardaman to provide clarity. Commissioner Weaver suggested adding safety improvements to the list.

Mr. Stephenson reviewed the square-footage based fees for increase in size of single-family homes. Commissioner Weaver suggested the fees be based on the number of bedrooms added. Discussion followed on feasibility of calculating fees based on number of bedrooms or square footage increase.

Commissioner Cooper asked to be provided with other local agency fees.

Motion made by Commissioner Cooper to approve the ordinance on first reading; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- e. Ordinance - Amending Land Development Code creating language for the Orange Avenue Overlay (1st Reading)

Attorney Ardaman read the ordinance by title.

The following amendments to the ordinance as presented by the Planning and Zoning Board were discussed.

- Page 3, Item (a), Location and Boundaries. Commissioner Cooper recommended retaining the language to identify the boundaries using tax parcel identification numbers. (Agreed by consensus.)
- Page 8-9, Item i(h), Landscaping Requirements. Commissioner Cooper suggested keeping the language stricken by Planning and Zoning Board relating to shade trees and distance between. Commissioner DeCiccio disagreed and discussion followed on factors that may impact the location and distance between trees. Commissioner Weaver suggested changing the language to read "maximum of 50' between trees." Mayor Anderson supported keeping the language and relying on the variance process for adjustments.

- Page 9, Item (2), Block Configuration/Lot Standards Circulation – Commissioner Cooper suggested deleting in Subparagraph (a) “of Orange Avenue” so the requirements are not limited to just Orange Avenue. In Subparagraph (b), she suggested changing “where applicable” to “where possible” and in Subparagraph (d), delete the last and put in the appropriate section (Architectural Standards). (Agreed by consensus)
- Page 15, Item (3), Facades, last sentence regarding murals – Commissioner Weaver suggested deleting this clause because a mural is an adequate break-up. He clarified that he is not opposed to murals, only their use in place of articulation. (Agreed by consensus)
- Page 16, Item (c), Facades – Commissioner Cooper spoke about building length and visual impact and suggested keeping the deleted language. She believes the intent is to set a maximum building length of 300 feet and a 20-foot separation between long buildings. Discussion followed on length of blocks on Park Avenue and long buildings with façade treatments.

Commissioner Weaver said he feels it important to have the impact fee ordinance in place before adoption of the OAO ordinances and **made the motion to table first reading to the December 8th meeting; seconded by Commissioner DeCiccio.**

Discussion was held on the impact to the schedule, adoption and effective date of the OAO ordinances and the impact fee ordinance, which was scheduled for simultaneous adoption on December 8th.

Upon a roll call vote, Commissioners DeCiccio and Weaver voted yes and Commissioners Sullivan and Cooper and Mayor Anderson voted no. Motion failed with a 2-3 vote.

Mayor Anderson declared a recess at 9:39 p.m. and reconvened the meeting at 9:45 p.m.

Mayor Anderson noted the consensus for Façade language on Page 16 shall read “No building shall exceed more than 300 feet of horizontal length on any street facing façade” and asking the attorney to add a provision that states there will be a 20-foot separation between extraordinarily long facades.

- Page 19, Item (10), Appearance Review – Mayor Anderson noted that deleting “of buildings over 10,000 square feet” as recommended by Commissioner Cooper would then require appearance review for external renovation of all buildings. Commissioner DeCiccio said she feels requiring appearance review for all projects is onerous to smaller business and discussion followed on impact and requirements for small businesses which are less than those for large projects. Consensus was to delete the language as suggested.
- Page 25, Item 3, Public Hearings for Conditional Uses – Commissioner Cooper suggested deleting “new construction” which would require two public hearings before

the commission for all projects greater than 10,000 s.f. Discussion was held on public hearing requirements for conditional use requests on different sized projects.

Consensus was to delete "new construction."

- Page 27, Item (q), Contribution to Transportation and Mobility Infrastructure. Commissioner Cooper suggested leaving this provision in the ordinance but may require minor revisions. Mr. Stephenson suggested that the language may not need to specifically mention the OAO. Mayor Anderson noted the gap between the effective date of the mobility fee, which is during the waiting period prior to the effective date of the OAO ordinances (31 days after adoption). Consensus was to keep this section with revisions to be considered at second reading.
- Page 30, Subarea A, Item 3(c) - Commissioner Cooper pointed out that there are no Subarea A properties west of Denning Drive and suggested deleting "(west of Denning Drive)". Agreed by consensus.
- Page 31, Subarea B, Item 6, Setbacks, Commissioner Cooper noted that minimum rear setback in the last sentence conflicts with Item 6(b). After discussion, it was agreed that that the language be revised to show the rear setback is 35 feet.
- Page 32, Subarea C, Item (3)(a) – Commissioner Cooper spoke about parking garage levels based on the FAR and suggested allowing a parking garage with three stories (four levels). Commissioner DeCiccio stressed the need for a parking garage at Progress Point and lengthy discussion followed on parking needs, potential height and FAR. After discussion, agreement was reached to change to 3 stories/4 levels with height to be determined at second reading.
- Page 33, Subarea D – Commissioner Cooper suggested changing the minimum setback along Orlando Avenue to 50 feet from P & Z's 20-foot recommendation. She spoke about setbacks and viewshed to maintain openness of intersections in Subarea D and suggested adding the language in Subareas I and C regarding Intersection and Open Space Viewshed to Subarea D. Agreement was reached to change the minimum setback to 50 feet and to further discuss setbacks and viewshed at second reading.
- Page 36, Subarea G, Item (7)(a)(6) – Commissioner Cooper suggested removing the language related to workforce house due its proximity to MLK Park. Consensus was to remove workforce housing language added by P & Z Board.
- Page 19, Item 10, Appearance Review – Commissioner Cooper addressed the requirements for architectural review and presented amendments. After discussion, consensus was reached to add language clarifying external elevation drawing requirements for different sized buildings, consider adding language for smaller (less than 3,000 s.f.) and have staff look further at sidewalk design utilization (Page 24) and setbacks (Page 4, Figure 4).
- Page 7, Item (d)(7), Commissioner Sullivan suggested reinstating this provision regarding vehicle sales showroom deleted by P & Z. Mr. Stephenson stated this

provision could present the possibility for car dealerships in certain locations. There was no consensus to reinsert.

- Workforce Housing, all subareas – Commissioner Sullivan suggested changing the 10% FAR increase to 20% (when used exclusively for workforce housing. Approved by consensus.
- Page 30, Item (a)(3) Commissioner Weaver spoke about stormwater treatment issues and solutions and said he would like to delete 10 c.f. and require "one inch over the impervious total if redeveloped beyond a certain point to be determined." Mr. Stephenson noted that it would have to address those properties that cannot physically meet the requirement. Commissioner Weaver said he would be open to allowing variances. Agreement was for Commissioner Weaver to work with staff to develop alternate language.
- Page 18, Item (7) - Solar panels – Commissioner Weaver said he would like to limit the height that solar panels can extend above the roof to six feet. Agreed by consensus.
- Page 20 - Commissioner Weaver expressed concern about the lack of easements for the Palmetto extension and center turn lane and said he would like to remove Subareas D and J from the OAO until the lawsuits are dropped or easements are granted for Palmetto. Mr. Stephenson advised that staff has been working with property owners on property for Palmetto. Commissioner Sullivan suggested leaving the subareas in the OAO with same entitlements.
- Page 21, Subparagraph (4), Off-street Parking Access Design – Commissioner Weaver felt it was important to define "busier streets." Consensus was to delete "on busier streets" without naming streets.
- Page 32, Subarea C, Item (7) – Commissioner Weaver asked for clarification on the need for zero front setback on Orange Avenue. Commissioner Cooper cited language on Page 12 establishing the build-to line as the greater of either the setback or the sidewalk requirement, which she feels takes care of the zero setback.
- Page 34, Subarea D, Item (c) Road Realignment – Commissioner Weaver suggested changing "right-of-way may be considered" to "shall be considered." Mr. Stephenson advised that he spoke with property owner about the benefits of realignment and is something the city wants to pursue. Consensus was to change to "shall be considered."
- Page 35, Subarea E and Page 36, Subarea G - Commissioner Weaver suggested adding "Stormwater treatment must meet or exceed St. John's Water Management District standards for any redevelopment." Mr. Stephenson stated this is a requirement of redevelopment.
- Page 38, Subarea J, Item (a)(5), Setbacks - Commissioner Weaver suggested reinstating "landscape" and changing it to read "pervious or landscape buffer" (third line). After discussion, consensus was to change the language.

Mayor Anderson stated that at 2nd reading he will bring up boutique hotels where he feels some limited food service should be allowed without a conditional use. He commented on view of solar panels from the street which was limited to no more than 30% of façade, which was changed to be at the discretion of the Planning and Zoning Board and City Commission.

Commissioner Cooper pointed out that Subarea K on Page 26 needs to be deleted since there is no longer a Subarea K.

Commissioner Sullivan addressed the Enhancement Menu (Page 41), S.1, Solar Panels. He suggested changing it to read "...solar panels and supporting structure are exempt from FAR as long as the roof is otherwise exempt from FAR" instead of listing the conditions for exemption, which could change and require amending the ordinance.

There were no public comments.

Motion made by Mayor Anderson to approve the zoning ordinance on first reading recognizing that amendments will be made; seconded by Commissioner Cooper.

Motion made by Mayor Anderson to amend Section 58-83(3)(1)a of the ordinance to maintain the original parcel list (reinstating language "... is identified by tax parcel identification number on Exhibit "A" as attached to the ordinance"); seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Pages 8-9, Item h, Landscaping Requirements to reinstate language deleted by Planning and Zoning Board; seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4-1 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 9, Item i(2)(a) deleting the application to only Orange Avenue (amend language to read "...within pedestrian oriented street frontages."); Item (2)(b) changing "where applicable" to "where possible" and after Item (2)(d) deleting the sentence beginning "Existing buildings..."; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 15, Item (3), Facades, deleting the last sentence ("Murals shall be allowed to contribute toward façade breakup."); seconded by Commissioner Cooper. Upon a roll call vote,

Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 16, Item (c), revise to read “No building shall exceed more than 300 feet of horizontal length on any street facing facade.” and to include language from Director of Planning and Transportation to the effect that there will be 20-foot breaks between very long buildings. (Commissioner Weaver noted that the word “street-facing façade” should be “street-facing frontage” and motion was revised to read “street facing frontage”); seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 19, Item (10), deleting “of buildings over 10,000 square feet”; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4-1 vote.

Motion made by Mayor Anderson to amend the ordinance, page 25, Item (3), deleting “new construction” from the last sentence; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 27, Item (q), reinstate Contribution to Transportation and Mobility Infrastructure language (deleted by P&Z) with revisions by staff and counsel (for consideration at second reading); seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 30, Subarea A, Item (c)(3) deleting “west of Denning Drive”; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 31, Subarea B, Item 6, changing the minimum rear setback from a minimum of 10 feet to a minimum of 35 feet; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 32, Subarea C, changing the parking structure to reflect 3 stories/4 levels at 44 feet acknowledging

that that the Comp Plan will need to be modified at second reading; seconded by Commissioner Sullivan. Discussion was held on the calculation of height based on stories and levels. **Mayor Anderson amended the motion to state 4 levels of parking and 35 feet to the parapet top; seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

Motion made by Mayor Anderson to amend the ordinance, Page 33, Subarea D, to change the setback along Orlando Avenue to 50 feet; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Mayor Anderson noted that language regarding viewshed to evaluate setbacks from intersections will be drafted and presented discussed at second reading.

Motion made by Mayor Anderson to amend the ordinance, Page 36, Subarea G, Item (7)(a)(6) deleting the workforce housing language (added by P&Z Board); seconded by Commissioner Cooper. Upon a roll call vote, Commissioners DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Commissioner Sullivan voted no. Motion carried with a 4-1 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 19, adding:

- **“External elevations of new and renovated buildings of over 10,000 s.f. gross building area visible from the public realm shall provide context drawing to scale, showing the surrounding buildings, trees and other significant feature that inform the scale, materiality and form of the proposed structure.”**
- **“External elevations of new and renovated buildings of over 10,000 s.f. gross building area visible from the public real shall provide a detailed architecturally rendered façade for review by the Orange Avenue Overlay Appearance Review Board.”**

Motion seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Cooper and Mayor Anderson voted yes. Commissioner Weaver voted no. Motion carried with a 4-1 vote.

Mayor Anderson noted that staff will review Commissioner Cooper’s recommendation to amend Sidewalk Design and Utilization by changing the reference to landscape buffer to planting area with tree islands.

Motion made by Mayor Anderson to amend the ordinance, changing the workforce incentive from 20% to 10% for the FAR bonus; seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Commissioner Sullivan voted no. Motion carried with a 4-1 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 19, Item 9, reducing the height of rooftop solar panels from ten feet to six feet; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Mayor Anderson noted that Commissioner Weaver and staff will present an alternative to the 10 c.f. for Subarea A properties at second reading.

Motion made by Mayor Anderson to amend the ordinance, Page 21, Item (4), deleting "onto busier streets"; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to amend the ordinance, Page 34; Item 10(c), changing "...right-of-way may be considered..." to "...shall be considered..." seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Weaver and Mayor Anderson voted yes. Commissioner Cooper voted no. Motion carried with a 4-1 vote.

Motion made by Mayor Anderson to amend the ordinance, changing "landscape buffer" to "landscape and pervious buffer"; seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion (as amended), Commissioners Sullivan, DeCiccio, Cooper and Mayor Anderson voted yes. Commissioner Weaver voted no. Motion carried with a 4-1 vote.

12) Commission Reports

Commissioner Sullivan –

- Wished everyone Happy Veteran's Day.

Commissioner DeCiccio -

- Spoke about the State of the City address hosted by the Chamber of Commerce and said it should not be a money-making opportunity. It is time for the city to host the event and should be open to all residents and businesses without cost. Commissioner Sullivan supported the idea.

Mayor Anderson questioned whether modifying the event would be feasible. He noted that he has accepted the invitation from a co-sponsor to speak at the event.

Commissioner Weaver supported the idea. He spoke on lack of participation in government and that some folks cannot afford the ticket. He expressed his appreciation for the Chamber's sponsorship but feels it is a good time to make the change and it will stimulate activity with residents.

Commissioner Cooper supported having an event for residents; however, she feels the city cannot afford to serve meals for everyone and suggested having a separate event for residents.

Commissioner DeCiccio suggested serving light refreshments at a second event for residents in 2022 and the city hosting the event in 2023.

After further discussion, Mr. Knight said staff will look at available dates and options for hosting a second event in 2022.

- Asked for support to revisit the ordinance to allow sale of alcohol on Sunday beginning at 9:00 a.m. Consensus was to place of upcoming agenda. Commissioner Cooper opposed the change.
- Asked that food be provided for late meetings.

Commissioner Cooper -

- Suggested implementation of a system to track complaints or questions from residents. Mr. Knight stated that the public can submit items via the @your request platform on the website, which tracks requests and is monitored by his staff.
- Asked about the commission's participation in the Christmas parade. Consensus was to have the commission participate as a group rather than ride in separate vehicles.

Commissioner Weaver -

- Thanked the commission for their support for phasing out gas leaf blowers. Asked for support to put the ordinance on the next agenda. Approved by consensus.
- Asked for a work session to discuss the Sustainability Action Plan. Mayor Anderson noted that part of the previous discussion included the need for a feasibility study. After discussion, consensus was to schedule a work session.
- Asked that discussion on the new Director of Natural Resources position be placed on the next agenda. Approved by consensus.

Mayor Anderson -

- Asked that Commission priorities be placed on the next agenda to discuss additions and changes for next nine months. Approved by consensus
- Spoke about the redevelopment of the West Fairbanks corridor and the possibility of looking at the corridor as anew CRA or an extension of existing CRA. He noted that a joint work session with the Planning and Zoning Board is scheduled for next week to discuss strategic direction for corridor. He asked whether public comment should be

allowed. Discussion followed on whether and how to determine when public comment would be appropriate at work sessions.

13) Summary of Meeting Actions

- Staff to prepare parking options for the Library and Event Center.
- Place scope for urban design services on the next agenda.
- Confirmed appointment of Gary Hiatt as Director of Building and Permitting Services.
- Commissioner Sullivan made appointment to the OAO Architectural Review Board.
- Approved the Consent Agenda.
- Approved up to \$25k of ARPA funds for Ideal Woman's Club roof replacement and related costs.
- Directed staff to continue negotiations on Swoope NOD proposals with an updated appraisal, preference for unified solution for all four properties, maximum height of 40 feet and two stories over parking.
- Approved ARPA funding for brick leveling, dredging of canals and Dinky Dock.
- Adopted ordinance adopting FY 21 budget amendments.
- Adopted ordinance amending Section 58-89, zoning changes and amendments.
- Approved ordinance on multi-modal impact fee on first reading. Staff to provide additional fee comparisons.
- Approved ordinance on OAO zoning text amendments on first reading.
- Directed staff to develop a plan for doing a second State of the City address.
- Bring back discussion of changing hours for Sunday sale of alcohol.
- Provide food at future commission meetings.
- Have one vehicle for commission at Christmas Parade
- Place leaf blower ordinance on next agenda.
- Schedule work session for Sustainability Action Plan and research cost of feasibility study.
- Place discussion of Director of Natural Resources position on the next agenda.

14) Adjournment

The meeting adjourned at 12:46 a.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the joint work session with Planning and Zoning Board, November 17, 2021

motion / recommendation

Approve the minutes

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2021-11-17 joint ws.pdf](#)



Planning and Zoning/City Commission Work Session Minutes

November 17, 2021 at 6:00 p.m.

Winter Park Community Center
721 W. New England Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper and Todd Weaver; City Manager Randy Knight; City Attorney Dan Langley; City Clerk Rene Cranis.

Planning and Zoning Board members: Richard James, Vashon Sarkisian, Alex Stringfellow, Melissa Vickers-Thomas, Jim Fitch and Michael Spencer.

Also Present

Director of Planning and Transportation Bronce Stephenson and Principal Planner Jeff Briggs.

1) Call to Order

Mayor Anderson called the meeting to order at 6:04 p.m.

2) Discussion Item(s)

a. Potential development opportunities on the West Fairbanks Corridor

Mayor Anderson explained that the purpose of this work session is to discuss the Fairbanks Avenue corridor and redevelopment. He disclosed that he met with a group that is looking at a parcel (Fairbanks near I-4) for development. He stated that the discussion today was not about details of that project, but about overall redevelopment of the entire corridor.

Mr. Briggs gave a presentation on the history of the West Fairbanks area. He stated that the Fairbanks Avenue is a major gateway into the city and that the city has invested millions for dollars over the past 10 years for infrastructure improvements to facilitate redevelopment of the corridor including:

- New sanitary sewer system, new decorative street lights, new decorative traffic lights.
- Undergrounding of the major electric transmission lines and all overhead service lines.
- Removal of billboards along the corridor.

He stated that one of the major intersections is at Fairbanks and Formosa and includes the triangle of Fairbanks, Formosa and I-4 which is approximately 10 acres with parcels

under different ownership. He stated that in recent years a developer has put together enough properties for a major development project.

Mr. Briggs stated that the City of Orlando entered into an interlocal agreement with Orange County with the intent to annex this area all the way up to Fairbanks Avenue. He explained that that part of that was predicated on Calvary church needing sanitary sewer which they received from Orlando. He stated that there are opportunities for developers to get sanitary sewer through the City of Winter Park. He stated the city has always felt that annexation of the 10 acres of property is a priority to Winter Park in order to control the quality of development and receive the tax-based revenue. He showed a map of the I-4/Formosa Triangle of the area indicating the 10 acres of property, properties along Kentucky Avenue that have been annexed into the City and properties still part of unincorporated Orange County.

Mr. Briggs gave an overview of the Comp Plan applicable to this triangle which is a candidate for PD2 zoning with 250% FAR and up to 25 units per acre and 5-8 stories. He stated that comp plan, updated in 2017, did not set a maximum FAR as it was realized that FAR and residential densities would be determined by the market. He stated that the FAR indicated that projects would be parking garage-centric as part of overall density.

Mr. Briggs reviewed the comp plan policy for the triangle encouraging annexation and redevelopment of properties. He explained he has had discussions with property owners on their development proposals for this area; however, the market has changed with COVID and some prior plans may not be viable now, economically. He noted that significant land costs will result in requests for higher density in order for the development to be profitable. He presented a list of viable projects in Florida including, apartments, mini-storage, medical offices, and fast foods and showed images of the new apartment buildings at Ravaudage. Mr. Briggs and Mr. Stephenson responded to responded to questions regarding building size, FAR and density.

Commissioner Cooper asked about content of interlocal agreement between Orange County and the City of Orlando. He explained that the agreement with Orlando includes the boundary desired to be annexed and that the interlocal agreement between Orange County and Orlando is non-exclusive and the land could still be annexed into Winter Park.

Mr. Stephenson showed the triangular area which is about 17 acres of land, of which 10 acres are developable, largely because DOT has purchased some of the land. He stated that if the land was annexed into the city, the zoning would likely be commercial or office based on the zoning code. He showed a map noting density per acre along the 1-4 corridor; some of which is outside Winter Park jurisdiction. Discussion followed on density.

Mr. Stephenson presented options including the city driven entitlement process vs. the Orange County driven entitlement process, following the comp plan to determine what would be appropriate regarding FAR, density, mixed-use viability, height, and parking garage inclusion, etc. He provided infrastructure expenditures and noted that the city has set an expectation to redevelop the area and along Fairbanks and that decisions made by the commission will guide future owners, developers and investors on future development plans.

Mayor Anderson stated when thinking of the Winter Park brand it is associated with the "park" aspect of the name. He noted that there is no city park west of 17-92 and stated that should be considered when the city builds a new neighborhood in that area. Staff responded to questions regarding property ownership and discussions with potential applicants.

Ms. Sarkisian asked about the possibility of one development plan or whether there will be several smaller developments and discussed issues related to open space and stormwater treatment and maintenance. She stated that if the city takes care of open space and stormwater and has pedestrian urban link then building height is not a large issue for her.

Commissioner Sullivan feels the city should annex all unincorporated property east of I-4. He stated the city needs to control the development to best serve Winter Park.

Mayor Anderson supported annexation, (triangle and between Orlando Avenue and I-4). He stated that the city may need an interlocal agreement with Orange County to annex property (north of Minnesota, between Clay and Formosa). Mr. Stephenson stated that there is a list of annexation reserve areas in the comp plan. Discussion followed on potential annexation areas. Commissioner Cooper stated that she is comfortable with the annexation reserve areas, but would like to see the annexation study to understand the cost benefit.

Commissioner Weaver asked for the number of single-family homes and residentially zoned properties. Mr. Stephenson stated that the number is a single digit percentage.

Commissioner Cooper recalled that the objective was to bring corporate headquarters and offices to the area. She noted that in discussions over the years, multi-family has been at the bottom of the list of desired development. She feels the city needs to look at what is sustainable and stated that green space, quality and architecture are important to the image of the COWP since it is a gateway to the city. She spoke on issues related to density and traffic. She stated she supports annexation and feels an agreement with Orange County and Orlando is needed.

Mayor Anderson asked for input on a master plan and density.

Mr. Stringfellow suggested that the city might want to look at the corridor from a larger lens and look at gross density across the entire area, not by parcel. He stated open space and stormwater issues need to be addressed. He explained a concept called "build to rent" townhomes, which he feels is viable. Discussion followed on the "build to rent" concept and other viable use options. Commissioner Cooper asked Mr. Stringfellow to share the information.

Mr. Spencer feels the land should be annexed so the city is in control of it, but not rush to do something that only makes sense for one area.

Mr. Stephenson spoke on the bike/ped aspect and stated that having the land under one jurisdiction would provide the ability to create a greenway system that would connect to I-4, the golf course and other regional trail systems.

Mr. Fitch feels the city should annex the land, but in the absence of any viable development, should leave the zoning and usage open and flexible and invite developments to see what appears.

Dr. James feels the city should annex the land and stated he likes idea of broader view of the area.

Mayor Anderson suggested looking at the 10-acre triangle as a master planning district. He said he is looking for consensus to get a good indication of what Winter Park would like to see. He discussed issues related to density and intensity as the area gets close to the interstate.

In response to Commissioner Cooper, Mr. Langley explained neighborhood procedures for voluntary and involuntary annexation for residential or non-residential property. He will provide annexation provisions. He explained that opportunities will be available for residents to participate and express their opinions/issues on the annexation during the public hearing stage.

Commissioner DeCiccio feels the city should annex the land through voluntary annexation. She agreed a master plan is needed for the area and the city should be flexible so there is incentive for property owners to annex.

Commissioner Cooper stated that she can support annexation and the height and is flexible with 25 units per acre but it needs to come with smaller packages, separation, greenspace, connectivity and quality construction. Mr. Stephenson stated that the developer interested in the area would like to present a concept in this type of forum. Commissioner Cooper asked for massing drawing at 200% FAR showing greenspace to determine marketable density units per acre. Discussion followed on massing and units per acre.

Mr. Stringfellow said that it would helpful if an applicant presenting a conceptual plan would look beyond a quarter mile of the proposed development to understand service needs for the area.

Mr. Stephenson stated that a developer interested in the area has requested a work session with the commission and P&Z board. Dr. James expressed support for looking at a development plan. Ms. Sarkisian agreed and stated that creating an open public forum would benefit the community.

Commissioner DeCiccio feels a joint work session would be good opportunity to hear from the developer interested in the property. She stated that this is an opportunity make the area a gateway into to Winter Park.

Commissioner Sullivan supported a joint work session and stated it is a critical step to moving forward.

Commissioner Cooper suggested inviting key property owners to hear their ideas.

Discussion followed on aspects for a joint work session, who should be invited to participate/attend, and process for public input.

Mayor Anderson summarized that there is consensus for a joint work session allowing public comment from property owners in the triangle.

Planning and Zoning Board members left the meeting at 8:33 pm.

Mayor Anderson asked for a special meeting to address a single question about setback challenge in a residential neighborhood to determine whether the commission should give the city manager authority to seek a curative settlement on setback issues.

Consensus was to hold the meeting on Tuesday, November 23rd at 2:00 p.m.

Commissioner DeCiccio raised a question of a second State of the City Address, before the Chamber luncheon. After discussion, this topic will be added to the administrative agenda for the December 8th commission meeting for further discussion.

3) Adjournment

The meeting adjourned at 8:37 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the special meeting, November 23, 2021

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2021-11-23 sp.pdf](#)



City Commission Special Meeting Minutes

November 23, 2021 at 2:00 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper (arrived at 2:04 p.m.) and Todd Weaver; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman; City Clerk Rene Cranis

1) Call to Order

Mayor Anderson called the meeting to order at 2:03 p.m.

2) Approval of Agenda

Motion made by Commissioner Sullivan to approve the agenda; seconded by Commissioner DeCiccio. Motion carried unanimously with a 4-0 vote. (Commissioner Cooper arrived late.)

3) Action Items Requiring Discussion

- a. Discussion of 654 Selkirk Drive.

Mayor Anderson explained this matter where everyone involved has tried to resolve the issue surrounding a home that has been partially constructed within the setback requirements provided by city staff. (Commissioner Cooper arrived at 2:04 p.m.)

However, an error in the setback calculation was discovered and the home does not meet setback requirements by approximately six feet. The question for the Commission is whether to direct staff to authorize the city manager and city attorney to negotiate a settlement that will cure the setback.

Motion made by Commissioner Sullivan to authorize city manager and city attorney to negotiate a resolution to cure the setback; seconded by Commissioner Weaver.

Attorney Ardaman noted that any resolution reached would come back to the commission for action. He stated the Board of Adjustment (BOA) hearing on the applicant's request for a variance from the setback requirements is scheduled for November 30th. If the city enters into negotiations, the applicant's attorney would request a continuance since it is likely that negotiations would continue beyond November 30th.

Mr. Ardaman responded to questions regarding neighboring home setbacks, background and efforts to resolve this matter. He noted that there are specific criteria that the BOA considers to determine whether a hardship exists to grant a variance.

Monica and Jack Thorsen, purchasers of this property, provided the background of their search for property and reviewed their specific criteria for selecting this property as it would accommodate a one-story house with in-law suite and features to provide for an ailing parent. Mrs. Thorsen noted that this matter and halted construction has created a hardship and delayed moving their parent into the home.

Upon a roll call vote, Commissioners Sullivan, DeCiccio and Weaver and Mayor Anderson voted yes. Commissioner Cooper voted no. Motion carried with a 4 - 1 vote.

4) Adjournment

The meeting was adjourned at 2:20 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the formal solicitations:

item list

1. Advanced Roofing, Inc. dba Advanced Green Technologies - RFP14-21 - Solar Panel & Awning Fabrication, Installation, and Financing; Amount: \$930,000
2. Tri-State Utility Products, Inc. - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$150,000
3. Stuart C. Irby Utilities - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$125,000
4. Wesco-Anixter - IFB28-21 - Purchase of 15kV Pad Mounted Switches and 3-Phase Padmount Transformers; Amount: \$300,000
5. Zabatt Engine Systems, Inc. - IFB9-21 - Generator for Community Center; Amount: \$181,000
6. Canin Associates, Inc. - RFQ27-21 - Continuing Urban Design Services
7. Toole Design Group, LLC - RFQ27-21 - Continuing Urban Design Services

motion / recommendation

1-5: Commission approve items as presented and authorize the Mayor to execute agreements.

6 & 7: Commission approve item as presented, authorize staff to enter into negotiations, and authorize the Mayor to execute final agreement.

background

1-7: A formal solicitation process was conducted to award these contracts.

2-4: Requesting additional contract funds to cover future price fluctuations.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contract:

item list

1. Musco Lighting, Inc. - Clay County Contract #RFP18/19-2 - Equipment & Amenities for Parks & Playgrounds; Amount: \$155,000 for goods and services on an as-needed basis during the remainder of the term of the Agreement, contract term through May 28, 2022;

motion / recommendation

Commission approve item as presented and authorize the Mayor to execute the Agreement.

background

1: A formal solicitation process was conducted by the originating agency to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contracts:

item list

1. Paymentus Corp. - FY20-75 - Professional Survey Consulting Services; Amount: \$350,000 for services on an as needed basis during the term of the Agreement.
2. Trane Company - FY17-46 - Chiller/HVAC Maintenance; Amount: \$116,000 for services on an as needed basis for the remainder of the current term of the Agreement.
3. The Davey Tree Expert Co. - ITN23-18B - Vegetation Management Services; Amount: \$600,000 for services on an as needed basis during the term of the Agreement.

motion / recommendation

Commission approve items as presented and authorize the Mayor to execute the Agreements.

background

- 1: Requesting FY22 funds for previously approved and executed master services agreement.
- 2: Requesting additional funding for the remainder of the term through March 31st, 2022 for previously approved and executed master services agreement.
- 3: A formal solicitation was issued to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date December 8, 2021
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Quality of Life	

subject

Approve proceeding with projects allocated for ARPA Funding

motion / recommendation

Approve the motions for the projects supported with ARPA funds on the attached ARPA Project Approval Matrix.

background

The City Commission has previously allocated funding for a number of projects and initiatives to be supported with ARPA funds. The attached matrix highlights projects that staff is ready to proceed with implementing and will require approval to begin moving forward. This format will be utilized as the approval basis for future ARPA project approvals and allows staff to condense all such requests into a single item on the consent agenda when there may be multiple projects ready to move forward. Only projects that have been allocated for approval for the use of ARPA funds will go through this format. New projects will need to be a separate consideration of the Commission.

The "ARPA Allocated Project List" shows the allocations last approved by the Commission and the dates at which specific items were approved for funding and to move forward.

The "ARPA Project Approval Matrix" shows the new requests for approvals, a brief description, the responsible department, any relevant notes and timeline, as well as support for the use of funds under the ARPA requirements, and the requested motion.

alternatives / other considerations

The Commission can decide to not approve, change, or modify the staff requests to proceed.

fiscal impact

The city received approximately \$15.4 million in ARPA funds. To-date, approximately \$1.2

million has not been allocated. The project requests included in this item total \$143k and would come from funds already allocated for that specific project and would not draw down on the unallocated balance unless otherwise stated in the motions. Please note that staff is asking for \$40k to spend towards battery powered equipment out of the \$370k total allocated for sustainability improvements. Staff is also asking for an increase to the Meadows Park allocation from what was originally allocated at \$50k, to \$103k. This would pull \$53k from the unallocated remaining ARPA funding balance.

The breakdown of the equipment being replaced with battery powered options is attached as "Parks Equip B-O Conversion Info".

The Meadows Park details and cost estimates are attached as "Meadows Recreation Space."

ATTACHMENTS:

[ARPA Allocated Project List as of 11-30-21.pdf](#)

ATTACHMENTS:

[ARPA Project Approval Matrix 12-8-21.pdf](#)

ATTACHMENTS:

[Meadows Recreation Space.pdf](#)

ATTACHMENTS:

[Parks Equip B-O Conversion Info.pdf](#)

Review of Proposed Projects for Compliance with Treasury Guidelines for ARPA Funds

Revised based on 8/25/21 Commission Meeting

Potential Use of Funds	Total Allocated	Approval Date
General Projects/Uses		
Offset loss of revenue in 2022	\$ 1,300,000	Approved 9/22/21
Offset loss of revenue in 2023	\$ 500,000	
Traffic and Road Improvement Study and Design	\$ 750,000	Approved 9/22/21
Neighborhood Traffic Calming	\$ 250,000	
Large Scale Street Bricking Repair and Replacement	\$ 500,000	Approved 11/10/21
Old Library Building roof	\$ 300,000	
Old Library Building A/C		
Progress Point Park, addl infrastructure, and contingency balance	\$ 3,400,000	
Progress to Mead Connector	\$ 500,000	
Meadows Park at Margaret Square	\$ 50,000	
Stormwater Capital Improvements	\$ 150,000	Approved 9/22/21
Cybersecurity Enhancements	\$ 500,000	Approved \$250k 10/27/21
Fire Training Facility	\$ 550,000	
Sustainability Program - vehicles, equipment, charging stations	\$ 370,000	
Vaccine Incentive Program for City Employees	\$ 75,000	Approved 7/28/2021
Non-Profits		
Winter Park Library Furnishings and operating support grant	\$ 900,000	Approved 9/8/21 Ideal Woman's Club Funding of \$25k added 11/10/21
Support for Existing Non-Profit Partners	\$ 300,000	
Grant Fund for Supporting Small Non-Profits	\$ 285,000	

Potential Use of Funds	Total Allocated	Approval Date
Humanitarian Support	\$ 100,000	
Tourism, Travel and Hospitality		
Central Park Stage	\$ 400,000	
Boat Tour to Dredge Canal and property cleanup	\$ 100,000	
Dinky Dock	\$ 154,000	
Christmas Decorations for Park Avenue		
Broadband		
Connect Facilities with Fiber	\$ 962,000	
Smart City - Broadband - Signalization and Connectivity Improvements	\$ 1,000,000	
Public Wi-Fi	\$ 250,000	

Sum of above projects & uses	\$ 14,246,000
ARPA Funding Estimate to be Received	\$ 15,438,814
Remaining to be allocated	\$ 1,192,814

Projects for use of Allocated ARPA Funds

Proposed Project	Department Lead	ARPA Funding Allocated	ARPA Eligibility Based on Treasury Guidance for July 2021	Project Notes (Timeline/Next Steps)	Funding Request
Meadows Park at Margaret Square	Parks	\$ 50,000	Section 2.18 specifically identifies improvements in outdoors spaces including Parks, Plazas, and other Public outdoor recreation spaces as eligible uses as long as they occur within a qualified census tract or that users of the facility are designated as a disproportionately impacted group. The latitude to make this case is fairly broad, other portions of the guidelines (2.17) indicate that low and moderate income households or small businesses could be an eligible user or that the fact that public spaces were utilized heavily during the pandemic and suffered advanced wear could be an argument within itself. Section 3.8 maintains that as long as spending is within the revenue loss threshold, maintenance of infrastructure and pay-go spending for new infrastructure are allowable uses of funds.	The Parks and Recreation Department has worked closely with Winter Park Housing Authority staff to identify immediate needs related to the meadows recreation space. This includes new playground structure, addressing deteriorating basketball court, adding site amenities, and addressing some ADA and safety issues. WPHA has some additional improvements they will also be looking to privately fundraise for that will include an additional playground structure and indoor community gathering space.	
Sustainability Program	Parks	\$ 370,000	Sustainability is not mentioned anywhere in the guidelines however the broad allowance for local gov't use funds for any provision of gov't services as long as it falls under the revenue loss limit, would be applicable here. Environmental remediation is specifically mentioned as an allowable use under these conditions.	Purchase of b/o hand tools for all Park and Recreation division to include mow crew, golf course, landscaping, recreation facilities, tennis center, cemeteries, etc. Detailed list of gas powered items being removed from inventory, b/o being purchased, and gas items remaining is attached.	

Meadows Recreation Space



Meadows Recreation Space

Meadows Recreation Area Upgrade - Projected Cost Estimate

Resurface Basketball Court

- Option 1: Resurface/Patch - \$15,000 – Temporary fix will most likely require attention again in 3-5 years
- Option 2: Rebuild and Resurface - \$40,000 – Permanent fix; resurfacing would still need to occur periodically, but structurally sound for 20+ years

Replace Playground Structure - \$48,750 (*Product Information and Images provided in attachments*)

Demo and Sod Unused Playground Space - \$4,000

Site Amenities (benches, trash receptacles, picnic tables) - **\$3,000**

Split Rail Fence (*separate park space from road for safety* -apprx. 200 Lf @ \$15/lf) - **\$3,000**

ADA access and pathway (apprx. 200 Lf @ \$15/lf) - **\$3,000**

Projected Total: \$76,750- \$101,750

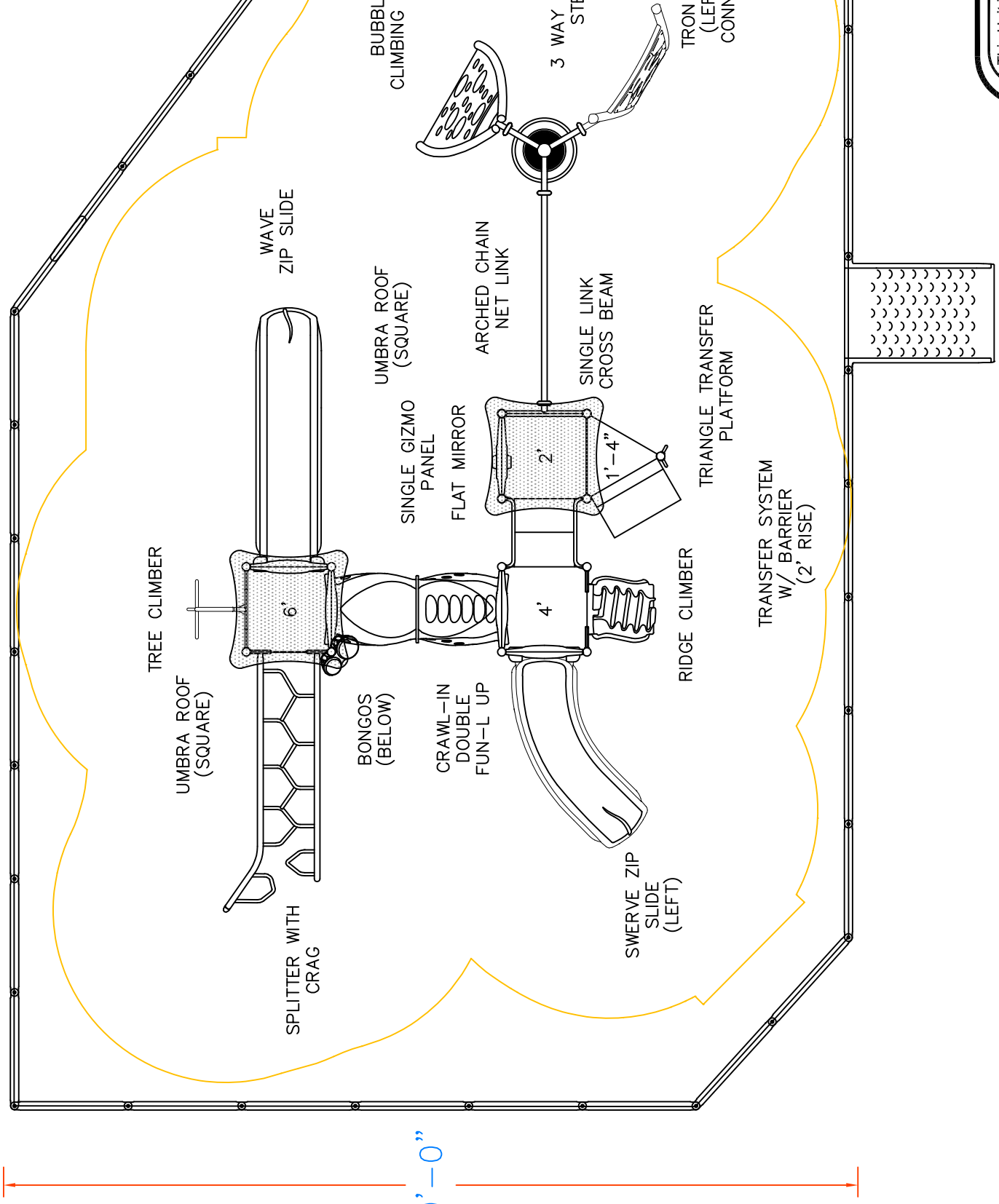






46'-6"

30'-0"





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

11/11/2021
Quote #103162-01-01

Winter Park Housing Authority ~ Option 1

City of Winter Park
Attn: Cathleen Daus
721 West New England Ave
Winter Park, FL 32789
Phone: 407-599-3547
CDaus@cityofwinterpark.org

Ship to Zip 32789

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Playground System & Borders	\$41,324.00	\$41,324.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer; includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$12,320.00	\$12,320.00
45	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 1,215 sf @ 8" compacted depth</i>	\$41.40	\$1,863.00
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$540.00	\$540.00
			Sub Total	\$56,047.00
			Discount	(\$16,076.61)
			Material Surcharge	\$5,781.34
			Freight	\$2,991.96
			Total	\$48,743.69

Comments

Removal and disposal of existing equipment and footers by owner.

Quote does not include sealed engineered drawings or permits.

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

11/11/2021
Quote #103162-01-01

Winter Park Housing Authority ~ Option 1

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$48,743.69**

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally-molded products.
- ✓ Ten-Year limited warranty on GTFit posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymer Tuff Forms sculptures.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ Two-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. *Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.*

Allegiance

Uprights
Sky Blue
Metal
White

Plastic
Dark Blue
Decks
Blue

HDPE
Red
2 Color HDPE
Sky Blue/White

NEW!



Jovial

Uprights
Burgundy
Metal
Butterscotch

Plastic
Spring Green
Decks
Blue

HDPE
Gray
2 Color HDPE
Gray/Black

Shine

Uprights
Sky Blue
Metal
Spring Green

Plastic
Orange
Decks
Gray

HDPE
Orange
2 Color HDPE
Spring Green/White



Patriotic

Uprights
Burgundy
Metal
White

Plastic
Champagne
Decks
Blue

HDPE
Blue
2 Color HDPE
Blue/Beige

Jellybean

Uprights
Burgundy
Metal
Butterscotch

Plastic
Blue
Decks
Blue

HDPE
Blue
2 Color HDPE
Red/White





NEW!

Vibrant

Uprights
White
Metal
Yellow

Plastic
Periwinkle
Decks
Gray

HDPE
Sky Blue
2 Color HDPE
Spring Green/White

Papaya

Uprights
Orange
Metal
Spring Green

Plastic
Yellow
Decks
Brown

HDPE
Sky Blue
2 Color HDPE
Sky Blue/White



Wisteria

Uprights
Spring Green
Metal
Champagne

Plastic
Periwinkle
Decks
Gray

HDPE
Blue
2 Color HDPE
Spring Green/White

Deep Space

Uprights
Starlight Black
Metal
Yellow

Plastic
Sky Blue
Decks
Blue

HDPE
Red
2 Color HDPE
Red/White



Emerald

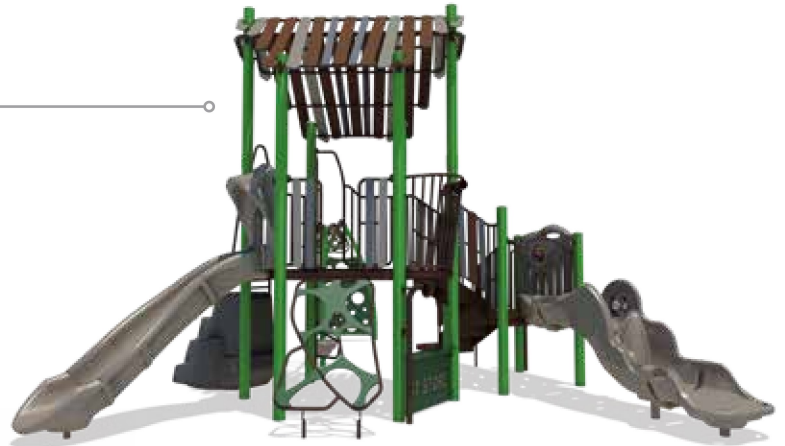
Uprights
Metallic
Metal
White

Plastic
Spring Green
Decks
Blue

HDPE
Yellow
2 Color HDPE
Red/White

Bayou

Uprights Spring Green	Plastic Champagne	HDPE Green
Metal Bronze	Decks Brown	2 Color HDPE Green/Beige



NEW!

Jungle

Uprights Brown	Plastic Light Green	HDPE Orange
Metal Spring Green	Decks Brown	2 Color HDPE Spring Green/White



Malibu

Uprights Bronze	Plastic Spring Green	HDPE Spring Green
Metal Beige	Decks Brown	2 Color HDPE Spring Green/White



Rainforest

Uprights Bronze	Plastic Light Green	HDPE Gray
Metal Butterscotch	Decks Brown	2 Color HDPE Gray/Black



Atlantic

Uprights Metallic	Plastic Sky Blue	HDPE Sky Blue
Metal Spring Green	Decks Blue	2 Color HDPE Sky Blue/White



Enriching communities through play since 1968

- **Unparalleled Customer Service:** Your call is answered by a live person every time. Our dedicated, customer service specialists have been with us for over twenty years and their experience saves everyone time, money, and headaches. Service records and archives date back to 1980.
- Our highly trained and experienced project managers will design a playground according to your specific parameters, such as budget, space, access, vision, site conditions, surfacing, installation, permits, and drawings.
- We will be with you throughout the process in full communication.
- Exclusive and GameTime certified installation teams that have been with us for more than 30 years. There's nothing they haven't seen and successfully dealt with on the construction site.

Best Industry Warranty

- **Lifetime:** On Powerscape, PrimeTime, and XScape uprights and hardware.
- **15 Years:** Pipes, rungs, rails, metal decks, loops, rotationally molded KidTime and GameTime products.
- **15 Years:** Plastic warranty is fifteen years and is non pro-rated, meaning full replacement.
- **10 Years:** Site furnishings and GT Shade products.
- **5 Years:** PlayWorx (GFRC), Tuff Forms, and Net Climbers.
- **3 Years:** *Exclusive to DRP, three years labor warranty (vs one year by others).*

GameTime Advantages

- **Direct Bolt Connections:** Like bridges and skyscrapers, direct bolt-through connections are precise, strong, and durable. It guarantees 100% compliant assembly. We don't use clamps.
- **Primer:** A zinc-rich primer is applied to steel and covered with a thick, baked-on powder coat finish to protect against rust. PCI 4000 certification.
- **UV Stabilization:** Added to all plastic components to avoid sun degradation and resists color fading.
- **Stainless Steel Hardware.**
- **Insurance:** \$51 Million liability coverage. The best protection.
- **Made in America:** Fort Payne, Alabama.
- **QC Audited Welds**



Certification and Compliance

- Complies with IPEMA, ASTM F1487, U.S. CPSC, CPSIA, and ADA Requirements.
- **Certifications:** ISO9001, ISO14001, IPEMA, Made in USA, Designer/Engineer NPSI Certified, Installer NPSI Certified, Installer factory trained/certified, PCI Certified Powder Coat process.
- Safety Surfacing meets all ASTM HIC (Head Injury Criterion), and all ADA (American Disabilities Act) requirements.



PLAYGROUNDS



FITNESS



SHELTER



SHADE



BLEACHERS



DOG PARKS



FURNISHINGS



BIKE STORAGE 68

Parks Divisions Equipment Inventory - Post Conversion

DEPARTMENT: 6102 - Parks Maintenance

Gas Powered
B/O Powered
Fleet Storage- Emer. Use

Unit #	Year, Make, Model	Serial #	Description	Notes
8042	2010 Stihl MS290	281962814	chainsaw	Store for emer use
8064	2012 Stihl MS250	290881236	chainsaw	Store for emer use
8090	2021 Stihl BR800	524573142	New Bp Blower	Store in shop - auth. use only
81027	2019 Stihl HL91K	518797456	Long Reach Trimmer	
81028	2019 Stihl FS94R	518090137	Brushcutter	
8150	2006 MCCLAIN 28RC	626617	Specialty Edger	Sports Field Use
8151	2006 MCCLAIN 28RC	626619	Specialty Edger	Sports Field Use
	Stihl KMA 135R (QTY 4)		Multi-Head Tool	
	Stihl AR300 L (QTY 4)		Backpack Battery	
	Stihl BGA 200 (QTY 2)		Blower/Shredder	
	Stihl HLA 86		Hedge Trimmer	
	Stihl HTA65		Pole Pruner	
	Stihl HL-KM (QTY 2)		Straight Shaft Hedge	
	Stihl 41802000471 (QTY 2)		Split Line Trim	
	Stihl 41807405003 (QTY 2)		Curved Edger	
	Stihl AP300 (QTY14)		L/! Battery	
	Stihl AL300 (QTY4)		Rapid Charger	

DEPARTMENT: 6103 - Landscaping

Unit #	Year, Make, Model	Serial #	Description	Notes
8073	2015 Stihl BR600	502625709	Backpack Blower	Store in Shop - Auth use only
8086	2016 Stihl FS90R	505277565	Brushcutter	
8380	2017 Stihl HL91K	511544751	Long Reach Trimmer	
8381	2018 Stihl BT131	514507966	Power Auger	
8384	2019 Stihl BT131	520013992	Power Auger	
8386	2020 Stihl MM56	55802412	Cultivator	
8387	2020 Stihl BT45	521316560	Power Auger	
8391	2020 Stihl KMA135R	528666397	B/O Equip	
	Stihl KMA 135R (QTY 4)		Multi-Head Tool	
	Stihl AR300 L (QTY 4)		Backpack Battery	
	Stihl BGA 200 (QTY 2)		Blower/Shredder	
	Stihl MSA 160		Chainsaw	
	Stihl HLA 86		Hedge Trimmer	
	Stihl HTA65		Pole Pruner	
	Stihl AP300 (QTY12)		L/! Battery	
	Stihl AL300 (QTY8)		Rapid Charger	
	Stihl 41802000471 (QTY4)		Split Line Trim	
	Stihl 41807405003 (QTY 2)		Curved Edger	

DEPARTMENT: 6105 - Cemetery

Unit #	Year, Make, Model	Serial #	Description	Notes
8539	2009 Stihl MS200T	170834324	Chainsaw	Emergency Use
8677	2016 Stihl HL100KSA	508198297	Long Reach Trimmer	Emergency Use
	Stihl KMA 135R		Multi-Head Tool	
	Stihl AR300 L		Backpack Battery	

	Stihl BGA 200		Blower/Shredder	
	Stihl HL-KM (QTY 1)		Straight Shaft Hedge	
	Stihl 41802000471 (QTY 1)		Split Line Trim	

DEPARTMENT: 6201 - Tennis Center

Unit #	Year, Make, Model	Serial #	Description	Notes
82006	2021 Stihl BR600	529813212	New Bp Blower	Seasonal Use
	Stihl AR300 L (QTY 1)		Backpack Battery	
	Stihl BGA 200 (QTY 1)		Blower/Shredder	
	Stihl AL300 (QTY 1)		Rapid Charger	
	Stihl AP300 (QTY 2)		L/! Battery	

DEPARTMENT: 6202 - Annual Sports

Unit #	Year, Make, Model	Serial #	Description	Notes
81035	2021 Stihl BR800	526784189	New Bp Blower	Stadium/Track Use Only
	Stihl KMA 135R (QTY 3)		Multi-Head Tool	
	Stihl AR300 L (QTY 4)		Backpack Battery	
	Stihl BGA 200 (QTY 3)		Blower/Shredder	
	Stihl MSA 160		Chainsaw	
	Stihl HLA 86		Hedge Trimmer	
	Stihl HTA65		Pole Pruner	
	Stihl HL-KM (QTY 3)		Straight Shaft Hedge	
	Stihl 41802000471 (QTY 2)		Split Line Trim	
	Stihl 41807405003 (QTY 2)		Curved Edger	
	Stihl BGA 100 (QTY 2)		Blower/Shredder	

DEPARTMENT: 6203 - Public Facilities

Unit #	Year, Make, Model	Serial #	Description	Notes
	Stihl AR300 L (QTY 1)		Backpack Battery	
	Stihl BGA 200 (QTY 2)		Blower/Shredder	
	Stihl AL300 (QTY 2)		Rapid Charger	
	Stihl AP300 (QTY 4)		L/! Battery	

DEPARTMENT: 6302 - Golf Course Maintenance

Unit #	Year, Make, Model	Serial #	Description	Notes
89024	2017 Stihl HT103	511863717	Pole Saw	
89027	2019 Stihl BR600	519033183	Gas Blower	Bunker Use Only
8973	2004 Stihl MS290	263421695	chainsaw	
	Stihl KMA 135R (QTY 2)		Multi-Head Tool	
	Stihl AR300 L (QTY 2)		Backpack Battery	
	Stihl BGA 200 (QTY 1)		Blower/Shredder	
	Stihl HTA65		Pole Pruner	
	Stihl HL-KM (QTY 1)		Straight Shaft Hedge	
	Stihl 41802000471 (QTY 1)		Split Line Trim	
	Stihl 41807405003 (QTY 1)		Curved Edger	
	Stihl AL300 (QTY 1)		Rapid Charger	
	Stihl AP300 (QTY 2)		L/! Battery	

DEPARTMENT: 6104 - Forestry

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>	<u>Notes</u>
8410	2005 Stihl MS200T	164121341	chainsaw	
8411	2005 Stihl MS200T	164121380	chainsaw	
8420	2007 Stihl MS200T	167603951	chainsaw	
8490	2007 Stihl MS361	272216098	chainsaw	
8530	2003 Stihl HT75	261173336	Pole Saw	
8541	2010 Stihl MS200T	172237193	chainsaw	
8543	2010 Stihl MS362	282803732	chainsaw	
8549	2011 Stihl MS192T	287328841	chainsaw	
8551	2011 Stihl MS200T	173149642	chainsaw	
8554	2011 Stihl MS200T	173149732	chainsaw	
8561	2012 Stihl KM90R	286722672	Powerhead	
8564	2021 Stihl MSA140-12	441649398	chainsaw	
8565	2021 Stihl BGA57	525648215	b/o blower	

DEPARTMENT: FLEET - Storage for Emergency Use

8065	2012 Stihl MS250	290947313	chainsaw	Store in FLEET
8071	2013 Stihl BR600	297367525	BP Blower	Store in FLEET
8091	2021 Stihl FC91	525161538	New Line Trimmer	Store in FLEET
81018	2016 Stihl FC90	505941381	Line Trimmer	Store in FLEET
81029	2019 Stihl BR600	519543670	Backpack Blower	Store in FLEET
8542	2010 Stihl MS200T	172237322	chainsaw	Store in FLEET
8552	2011 Stihl MS200T	173374109	chainsaw	Store in FLEET

Parks and Recreation Gas Power 2-Cycle Park Equipment - 'Retired'

DEPARTMENT: 6102 - Parks Maintenance

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8006	2003 Stihl HS80	261112190	hedge trimmer
8008	2006 Stihl BG85C	261237321	hand blower
8012	2005 Stihl MS 250	264656916	chainsaw
81008	2014 Stihl BR600	297601577	backpack blower
8451	2006 Stihl MS192T	269462745	chainsaw
8021	2005 Stihl HL100LA	266075985	long reach trimmer
81017	2016 Stihl FS90R	504333005	Brushcutter
82002	2017 Stihl BR430	513142715	hand blower
82003	2017 Stihl HL94K	513225664	long reach trimmer
8026	2005 Stihl FS110RX	263288615	Brushcutter
8027	2004 Stihl FC75	261121574	line trimmer
8029	2005 Stihl FS110RX	263288480	Brushcutter
8034	2006 Stihl BG85C	261237307	hand blower
8035	2005 Stihl FS110RX	263288607	Brushcutter
8546	2010 Stihl HT101	282754117	pole saw
8036	2006 Stihl BG85C	261237267	hand blower
8037	2003 Stihl HS80	261112186	
8039	2009 Stihl FC75	278124233	line trimmer
8045	2010 Stihl QFS70RCE	282203289	
8047	2010 Stihl FC70C	282352364	line trimmer
8050	2010 Stihl HT100	283483117	pole saw
8051	2010 Stihl FS70RCE	282991555	Brushcutter
8059	2012 Stihl HL90K	289974878	long reach trimmer
8060	2012 Stihl HL90K	289974965	long reach trimmer
8061	2012 Stihl Edger	288652435	edger
8075	2015 Stihl FS130R	502751436	Brushcutter
8078	2015 Stihl FC90	501855012	line trimmer
8079	2015 Stihl FC90	502678146	line trimmer
8080	2015 Stihl FS90R	500964197	Brushcutter
8081	2015 Stihl HL100SA	503557939	hedge trimmer
81014	2015 Stihl HL90K	502390757	hedge trimmer
8378	2015 Stihl FS90R	504048290	Brushcutter
81006	2014 Toro 5510	314000170	
81007	2016 Stihl BR430	506644104	
81014	2015 Stihl HL90K	502390757	
81016	2016 Stihl BR350	505183632	

DEPARTMENT: 6103 - Landscaping

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
4209	2006 Stihl FC75	268618307	line trimmer
8020	2005 Stihl HL100LA	265986204	long reach
8083	2015 Stihl HS56CE	503623907	hedge trimmer
8382	2018 Stihl HL94K	514769444	long reach

DEPARTMENT: 6105 - Cemetery

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8661	2004 Stihl FS85	262886875	brushcutter
8680	2019 Stihl FS111RX	519640109	Hedge Trimmer
8654	2003 Stihl HS80	261207065	hedge trimmer
8679	2018 Stihl BG50	517060524	Handblower

DEPARTMENT: 6201 - Tennis Center

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
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DEPARTMENT: 6202 - Annual Sports

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8834	2011 Stihl BG86CE	286827356	hand blower
8846	2016 Stihl FC90	508428217	line trimmer

DEPARTMENT: 6203 - Public Facilities

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
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DEPARTMENT: 6205 - Community Center

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8851	2017 Stihl BR200	513123088	hand blower

DEPARTMENT: 6302 - Golf Course Maintenance

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
89023	2017 Stihl FS91R	512584004	Brushcutter
89028	2019 Stihl BG86Z	518997441	hand blower
89020	2016 Stihl FC90	508426263	Line Trimmer
89021	2016 Stihl FS90R	506539912	Brushcutter
8941	1997 Echo HC1600	501611	hedge trimmer

DEPARTMENT: 6104 - Forestry

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	
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Gas Powered - 2 Cycle Equipment being Retained

DEPARTMENT: 6102 - Parks Maintenance

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8042	2010 Stihl MS290	281962814	chainsaw
8064	2012 Stihl MS250	290881236	chainsaw
8090	2021 Stihl BR800	524573142	New Bp Blower
8091	2021 Stihl FC91	525161538	New Line Trimmer
81018	2016 Stihl FC90	505941381	Line Trimmer
81027	2019 Stihl HL91K	518797456	Long Reach Trimmer
81028	2019 Stihl FS94R	518090137	Brushcutter
81029	2019 Stihl BR600	519543670	Backpack Blower
8150	2006 MCCLAIN 28RC	626617	
8151	2006 MCCLAIN 28RC	626619	
8542	2010 Stihl MS200T	172237322	chainsaw
8547	2010 Stihl HT101	282754124	
8552	2011 Stihl MS200T	173374109	chainsaw

DEPARTMENT: 6103 - Landscaping

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8086	2016 Stihl FS90R	505277565	Brushcutter
8380	2017 Stihl HL91K	511544751	Long Reach Trimmer
8381	2018 Stihl BT131	514507966	Power Auger
8384	2019 Stihl BT131	520013992	Power Auger
8386	2020 Stihl MM56	55802412	Cultivator
8387	2020 Stihl BT45	521316560	Power Auger

DEPARTMENT: 6105 - Cemetery

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8539	2009 Stihl MS200T	170834324	Chainsaw
8677	2016 Stihl HL100KSA	508198297	Long Reach Trimmer

DEPARTMENT: 6201 - Tennis Center

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
82006	2021 Stihl BR600	529813212	New Bp Blower

DEPARTMENT: 6202 - Annual Sports

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
81035	2021 Stihl BR800	526784189	New Bp Blower

DEPARTMENT: 6203 - Public Facilities

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
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DEPARTMENT: 6205 - Community Center

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
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DEPARTMENT: 6302 - Golf Course Maintenance

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
89024	2017 Stihl HT103	511863717	Pole Saw
89027	2019 Stihl BR600	519033183	Gas Blower
8973	2004 Stihl MS290	263421695	chainsaw

DEPARTMENT: 6104 - Forestry

<u>Unit #</u>	<u>Year, Make, Model</u>	<u>Serial #</u>	<u>Description</u>
8410	2005 Stihl MS200T	164121341	chainsaw
8411	2005 Stihl MS200T	164121380	chainsaw
8420	2007 Stihl MS200T	167603951	chainsaw
8490	2007 Stihl MS361	272216098	chainsaw
8530	2003 Stihl HT75	261173336	Pole Saw
8541	2010 Stihl MS200T	172237193	chainsaw
8543	2010 Stihl MS362	282803732	chainsaw
8549	2011 Stihl MS192T	287328841	chainsaw
8551	2011 Stihl MS200T	173149642	chainsaw
8554	2011 Stihl MS200T	173149732	chainsaw
8561	2012 Stihl KM90R	286722672	Powerhead
8564	2021 Stihl MSA140-12	441649398	chainsaw



City Commission agenda item

item type Action Items Requiring Discussion	meeting date December 8, 2021
prepared by Clarissa Howard	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Quality of Life	

subject

Discussion of Mayor's State of the City Address

motion / recommendation

background

At the November 17 City Commission and Planning & Zoning Work Session, the City Commission asked staff to bring alternative options to hold the State of the City Address possibly in January or early February.

The Winter Park Chamber of Commerce's annual State of the City Address luncheon is scheduled for Friday, February 25. Sponsors have been secured and this event has been advertised by the Chamber to its members. This event is a ticketed luncheon that sells out every year. The city has partnered with the Chamber of Commerce for decades (hard copy files date the partnership back to the 1980s) on this annual luncheon and in recent years the event has been broadcasted live in partnership with Orange TV and via social media.

The following dates are available at the Winter Park Events Center Ballroom:

- Monday, February 21
- Tuesday, February 22
- Wednesday, February 23 before noon
- Thursday, February 24
- Saturday, February 26 before 11 a.m.
- Sunday, February 27
- Monday, February 28
- Tuesday, March 1
- Wednesday, March 2

This event would be held at the Events Center Ballroom in an auditorium style seating and would be free to attend.

alternatives / other considerations

fiscal impact

Costs associated with this event would be staff time, loss of rental, any light refreshments, if offered.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date December 8, 2021
prepared by Randy Knight	approved by
board approval	
strategic objective	

subject

Consideration of the acquisition of the property at 1401 Howell Branch Road.

motion / recommendation

Approve the acquisition of the property at 1401 Howell Branch Road.

background

1401 Howell Branch Road is located immediately adjacent to the city's operations compound located at 1409 Howell Branch Road. The property is 0.61 acres with a 4,994 square foot building that was formerly a Veterinarian Hospital. The Vet closed the facility and the owner has the property for sale. The property appraised at \$1,410,000 which is the proposed purchase price. Copies of the appraisal and purchase agreement are attached.

Staff is still exploring the best option for the use of the building. One use for the property would be to relocate the Building Department to that site. This would provide several benefits. It would reduce the amount of construction vehicle traffic and parking at city hall. It would provide the Building Department with more adequate space to meet their needs. It would free up city hall space to accommodate other departmental space needs. Under this option a portion can be funded by restricted building permit fee revenues.

The second option would be to house the new Natural Resources Department so that entire department reports out of the same location. Any portion used for this purpose would need to come from General Fund Reserves which Mr. Hamil says increased by approximately \$1.4 million in FY 21 so this could be done without reserves dipping significantly below the 30% goal.

A combination of these two option is also possible.

A detailed design has not been done for the needed interior/exterior renovations of the

facility but it is estimated that the improvements would be in the \$200,000 range, which would also come from the accumulated restricted building permit fee revenues.

alternatives / other considerations

The city can pass on this opportunity.

fiscal impact

There are adequate funds available for both the purchase and renovations in the accumulated restricted building permit fee revenues and growth in General Fund reserves.

ATTACHMENTS:

[Agreement for Sale and Purchase Howell Branch draft sent to seller.doc](#)

ATTACHMENTS:

[Appraisal 1401 Howell Branch.pdf](#)

ATTACHMENTS:

[Offer Letter signed.pdf](#)

ATTACHMENTS:

[Site Map.pdf](#)

AGREEMENT FOR SALE AND PURCHASE
(1401 Howell Branch Road)
(Property Appraiser Parcel # 29-21-30-0000-00-031)

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF WINTER PARK, a Florida municipal corporation ("**Purchaser**"), and VET PROPERTY LC, a Florida corporation ("**Seller**").

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of the real property more particularly described on Exhibit "A" attached hereto and any other real property in which Seller has any interest that abuts or is proximate to the real property described on Exhibit "A" including all and singular the rights and appurtenances pertaining to the Property including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the Property in any respect (the "**Property**"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **AGREEMENT TO BUY AND SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.
3. **EARNEST MONEY.**

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Edward A. Kerben, Attorney at Law(the "**Escrow Agent**") with notice to Seller an earnest money deposit in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Earnest Money Deposit**"), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier's check issued by a bank whose

deposits are federally insured and that has an office for taking deposits in Orange County, Florida.

B. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder.

4. **PURCHASE PRICE.** A purchase price to be paid by Purchaser to Seller for the Property shall be One Million Four Hundred and Ten Thousand and 00/100 Dollars (\$1,410,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

A. Purchaser shall have forty-five (45) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's Intended Use. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.

B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Real Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's Intended Uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and

topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Purchaser. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, what Seller believes to the best of Seller's knowledge to be copies in Seller's possession, if any, of title insurance policies, title insurance commitments, surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

6. **SURVEY AND TITLE MATTERS.**

A. Within forty-five (45) days after the Effective Date, Purchaser shall, at Purchaser's expense, obtain a survey and a revised legal description of the Property ("**Survey**") in a form and substance acceptable to Purchaser and sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined). The revised legal description shall be used in the Warranty Deed and all other closing documents.

B. Within thirty (30) days after the Effective Date, Purchaser shall obtain, at Seller's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. Within five (5) business days after the receipt of each of the Title Commitment and Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".

D. Within five (5) business days after receipt of notice from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) business day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. CONDITIONS TO CLOSING.

A. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. The City Commission of Purchaser approving this Contract, which the Purchaser's staff shall place on the December 8, 2021 Commission agenda.

2. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

3. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not

obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. **CLOSING.**

A. **Closing Date.** Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. **Conveyance of Real Property.** At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed ("**Deed**") conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser's election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. **Prorating of Taxes and Assessments.** All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any re-prorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

D. **Environmental Orders.** At least thirty (30) days prior to the Closing, Seller shall provide Purchaser with documentation to establish the rights, releases, and protections that have inured to Seller's benefit arising from or related to the clean-up or closure of any environmental contamination of the Property. At Closing, Seller shall assign such rights to Purchaser free and clear of all liens and encumbrances by executing and delivering to Purchaser an Assignment of Rights document in a form acceptable to Seller.

E. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost of documentary stamps to be affixed to the Deed and the cost of the owner's title insurance policy and related costs. Purchaser shall pay the cost of recording the Deed and the cost of the Survey. Each party shall pay its own attorneys' fees and costs.

9. **WARRANTIES AND REPRESENTATIONS OF SELLER.**

A. To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

1. Seller is the owner of the Property, and, at Closing the Property will free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

2. To Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.

3. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.

4. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

5. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

6. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

7. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite partnership or corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.

8. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

9. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.

10. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained in this Section 10 shall survive the Closing.

10. **WARRANTIES AND REPRESENTATIONS OF PURCHASER.**

A. To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

1. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

2. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

11. **ENVIRONMENTAL MATTERS/HAZARDOUS SUBSTANCES.**

A. Definition of Hazardous Substances. "Hazardous Substances" shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to petroleum based substances and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct

concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.

B. Clean-up. If Purchaser's environmental inspections of the Property reveal the existence of any Hazardous Substance on, in, at, about or under the Property, then Seller may at Seller's sole and absolute option elect, at Seller's sole expense, to complete the clean-up of the same prior to Closing and in accordance with all applicable governmental standards or Purchaser may terminate this Agreement prior to expiration of the Inspection Period. If Seller elects to complete the clean-up and such clean-up is not completed, and written certification thereof by all applicable governmental authorities is not received by Purchaser, prior to Closing, then Purchaser may: (1) terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Purchaser; (2) accept the condition of the Property notwithstanding such incomplete clean-up and proceed to Closing without any reduction in the Purchase Price or further obligation on the part of Seller to complete such clean-up; or (3) extend the Closing Date until such time that Seller has completed the clean-up. Consistent with section 5.C of this Agreement, within five (5) days after the Effective Date, Seller shall provide Purchaser with all studies, contamination assessments, reports, remedial action plans, monitoring orders and contracts, closure orders, other orders and notices relating to any contamination, cleanup, and related matters.

12. DEFAULTS.

A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to either (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit, or (ii) enforce specific performance of this Agreement against Seller; provided, however, that the right to maintain an action for damages against Seller in the amount of the actual and documented out-of-pocket expenses incurred by Purchaser, but specifically excluding any consequential, punitive, or speculative damages.

B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit

as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. Notwithstanding subsections A. and B. above, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survives Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

13. **ASSIGNMENT.** The Purchaser may assign this Agreement at Closing; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

14. **POSSESSION OF PROPERTY.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **CONDEMNATION.** In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Seller to convey the portions of the Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and Seller shall retain all of the right, title and interest of Seller in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious,

for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. This Section 16 survives the termination of this Agreement and the Closing.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

Barry Render
2630 Via Tuscany
Winter Park, Florida 32789-1034
Telephone: _____
Email: profrender@gmail.com

To Purchaser at the following address:

City of Winter Park
Attn: Randy Knight, City Manager
401 S. Park Avenue
Winter Park, Florida 32789
Telephone: 407 599-3235
Email: Rknight@cityofwinterpark.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

Escrow Agent:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at

trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

23. **TIME FOR ACCEPTANCE.** Seller shall execute and deliver this Agreement to Purchaser and Purchaser shall submit the same for approval to the Purchaser's City Commission. The Agreement shall remain a valid and binding offer provided the same is approved by the Purchaser's City Commission and then executed by the Mayor or other authorized representative of the Purchaser within forty-five (45) days from the date Seller delivers the same to Purchaser.

24. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the date Purchaser's City Commission approves this Agreement and the Agreement is thereafter signed by an authorized representative of the Purchaser.

25. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

26. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

27. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: "RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

28. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

29. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Paragraph 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Orange County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between the Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 28 survives termination of this Agreement and the Closing.

30. **1031 EXCHANGE.** The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

31. **CONFIDENTIALITY.** Seller will maintain strict confidentiality of all aspects of this Contract. Except as may be required by law or as may be necessary to evaluate the impact of Seller's sale to Purchaser, or unless agreed in writing by Purchaser, Seller will not divulge any such information to other persons or entities including, without limitation, appraisers, real estate brokers, adjacent landowners or competitors of Purchaser. Notwithstanding the foregoing, Seller shall have the right to disclose information with respect to the Property to officers, directors, employees, attorneys, accountants, environmental auditors and other consultants (collectively, "**Related Parties**") to the extent necessary for Seller to evaluate its sale of the Property provided that all Related

Parties are told that such information is confidential and agree (in writing for any third party engineers, environmental auditors, applicable municipal departments or other consultants) to keep such information confidential. The provisions of this Section shall survive termination of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

VET PROPERTY LC
a Florida limited liability company

By: _____
Barry Render
Manager

By: _____
Donna Render
Managing Member

Date: _____

PURCHASER:

CITY OF WINTER PARK
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

Date: _____

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

FISHBACK LAW FIRM

By: _____
Print Name: A. Kurt Ardaman
Partner

EXHIBIT "A"
(Legal Description of Property)

BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E 48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.30 FT TO NLY R/W HOWELL BRANCH RD TH CONT SLY TO S LINE OF SECTION TH W TO POB & THAT PORTION OF VAC R/W DESC AS COMM AT THE SW COR OF THE SE1/4 OF SAID SEC TH RUN S89-39-22E 164.30 FT N03-31-11E 41.52 FT N89-44-47W 72.94 FT FOR POB TH CONT W 105.90 FT N01-24-46W 64.74 FT ELY 41.88 FT S 74-15-36E 95.53 FT S00-31-11W 4.63 FT S45-23-27W 35.44 TO POB (LESS RD R/W ON S)

Also known as Property Appraiser Parcel # 29-21-30-0000-00-031

S:\AKA\CLIENTS\WINTER PARK\VET PROPERTY LC, PURCHASE FROM W600-26105\CONTRACT\AGREEMENT FOR SALE AND PURCHASE - HOWELL BRANCH (MFA REDLINE).DOC

Vca Howell Branch Animal Hospital

1401 Howell Branch Road
Winter Park, FL 32789



PREPARED BY:



**THE MARKET
CONNECTION**
APPRAISAL: COMMERCIAL | BUSINESS | RESIDENTIAL

Effective Date of Valuation
September 29, 2021

Prepared For
Mr. Siva Nalabotu
Siva Nalabotu

Client File Number
N/A

Date of the Report
October 14, 2021

Internal File Number
210908A

Report Type
Appraisal Report

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Transmittal Letter



**THE MARKET
CONNECTION**
APPRAISAL: COMMERCIAL | BUSINESS | RESIDENTIAL

1900 South Bay Street
Eustis, FL 32726

<http://mymarketconnection.com/>
P: 352.308.8644

October 14, 2021

Mr. Siva Nalabotu
Siva Nalabotu
12653 Amber Star Drive
Noblesville , IN 46060

RE: Appraisal Report for the property located at 1401 Howell Branch Road, Winter Park, FL 32789

Dear Mr. Nalabotu:

At your request and authorization, we have prepared an appraisal of the above-referenced real property and presented our analysis in the following Appraisal Report. The purpose of this appraisal was to estimate the market value of the fee simple interest. The appraisal premise was "As Is". The function of this appraisal is to assist in internal decision making and or prospective sale by you, the client.

The subject consists of a single-tenant veterinary clinic totaling approximately 4,944± net square feet. The improvements are situated on 26,412± net square feet of land (subject to formal survey confirmation). The improvements are located on the north side of Howell Branch Road **within an area of intense residential and commercial development**. The subject is further described within the body of the report.

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP).

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and is inseparable from this letter.

Market Uncertainty from Novel Coronavirus (COVID-19)

The Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020, and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in worldwide financial markets. Concerns about the ongoing spread of the COVID-19 have resulted in cancellations of a substantial number of scheduled events; the implementation of personal quarantine procedures; a 30-day lock-out for travel from most of Europe to the U.S.; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship. As of the effective date of this report, many market segments including tourism, lodging, tourist-related food and beverage, and retail sectors have felt negative effects due to the considerable decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors. However, the Central Florida market, specifically Orange, Seminole, and Lake have seen a significant surge in population. According to Florida's Office of Economic and Demographic Research, approximately 387,000 people have moved to Florida between April 1, 2019, and April 2020. This figure appears to have increased through the remainder of 2020 as pandemic restrictions tightened throughout the country.

Florida remains one of the few states to be proactive and inclusive of maintaining consumer confidence as well as a small business-friendly economic climate. According to interviews with market participants and reviews of related business financials, Central Florida's multi-phase re-opening boosted the confidence of consumers allowing for a significant economic recovery in the fourth quarter of 2020 as compared to the second quarter of 2020. This positive sentiment and population migration positively affect the subject's real estate market. There is now additional demand as compared to the beginning of 2020 of which translates to lower vacancies and increased absorption periods. According to additional conversations with market participants and direct financial analysis within the Orlando market, consumer confidence and demand directly correlating to the commercial real estate market has increased over the last six months. Although the empirical data and positive consumer sentiment have increased, there are still economic and leadership decisions to be made internationally, domestically, and within our local markets, which continues to create uncertainty. Our valuation is based upon the best information as of the effective date. Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable to increasing market conditions. Therefore, we advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and is inseparable from this letter. The analysis contained in this appraisal is based upon assumptions and estimates that are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data is not always completely reliable. In addition, we make assumptions as to the future behavior of consumers, and the general economy, which are highly uncertain. It is, however, inevitable that some assumptions will not materialize and that unanticipated events may occur which will cause actual achieved operating results to differ from the financial analyses contained in this report, and these differences may be material. Therefore, while our analysis was conscientiously prepared on the basis of our experience, and the data available, we make no warranty of any kind that the conclusions presented will, in fact, be achieved.

Additionally, we have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts, and other management actions upon which actual results may depend.

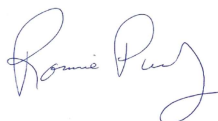
We believe, based on the assumptions employed the value conclusion represents a market price achievable within the estimated exposure time prior to the effective date.

We take no responsibility for any events, conditions, or circumstances affecting the market that exists subsequent to the effective date of this appraisal. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and addenda.

It has been a pleasure to assist you with this assignment. If you have any questions concerning the analysis or if we can be of further service, please contact us.

Value Conclusions						
Description	Perspective	Type of Value	Premise	Property Interest	Effective Date	Indicated Value
1401 Howell Branch Road	Current	Market Value	As Is	Fee Simple	09/29/2021	\$1,410,000

Sincerely,
The Market Connection, LLC



Ronald N. Purdy
State-Certified General Appraiser, FL No. RZ3977
rpurdy@mymarketconnection.com

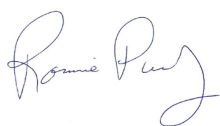
Certification - Ronald N. Purdy

I certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. As of the date of this report, Ronald N. Purdy has completed the requirements of the continuing education program of the Appraisal Institute and/or the State of Florida.
8. Ronald N. Purdy has made a personal inspection of the property that is the subject of this report.
9. Ronald N. Purdy has extensive experience in the appraisal/review of similar property types.
10. Ronald N. Purdy is currently certified in the state where the subject is located.
11. Ronald N. Purdy has not performed prior services regarding the subject property, as an appraiser, or in another capacity, within the 3-year period immediately preceding acceptance of this appraisal assignment.

In regards to the inspection of the property:

- Ronald N. Purdy performed the following type of inspection of the subject property: Interior and Exterior Inspection
- No one provided significant real property appraisal assistance to Ronald N. Purdy.



Ronald N. Purdy

State-Certified General Appraiser, FL No. RZ3977

Effective Date of Appraisal: September 29, 2021

Date of Report: October 14, 2021

Executive Summary

Property Information	
Property Name	Vca Howell Branch Animal Hospital
Street Address	1401 Howell Branch Road
City	Winter Park
State	FL
Zip Code	32789
Property Class	Special Purpose
Property Type	Veterinary Clinic
Site Characteristics	
MSA	Orlando
Legal Description	BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E 48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.30 FT TO NLY R/W HOWELL BRANCH RD TH CONT SLY TO S LINE OF SECTION TH W TO POB & THAT PORTON OF VAC R/W DESC AS COMM AT THE SW COR OF THE SE1/4 OF SAID SEC TH RUN S89-39-22E 164.30 FT N03-31-11E 41.52 FT N89-44-47W 72.94 FT FOR POB TH CONT W 105.90 FT N01-24-46W 64.74 FT ELY 41.88 FT S 74-15-36E 95.53 FT S00-31-11W 4.63 FT S45-23-27W 35.44 TO POB (LESS RD R/W ON S)
Parcel Identifier	29-21-30-0000-00-031
Land SF	26,412
Zoning Characteristics	
Zoning Codes	C-3
Improvements Characteristics	
Gross Building Area (SF)	4,944
Rentable Area (SF)	4,944
# of Bldgs	1
Year Built (Weighted Average)	1970
Construction Quality	Average
Building Condition	Average
Land to Bldg Ratio (x:1)	5.34

There have been no sales in the past three years. However, the purpose of the appraisal is to assist with establishing a possible purchase price. There is not a contract on the property but there is a verbal sale price of \$1,600,000.

Scope of Work Information	
Client Name	Siva Nalabotu
Report Type	Appraisal Report
Intended Use	The function of this appraisal is to serve as the basis for internal decision-making for the purpose of a prospective sale.
Intended User	Siva Nalabotu
Highest and Best Use as Vacant	
Consequently, after considering the physically possible, legally permissible, financially feasible, and maximum productivity standpoints of the subject property, the highest and best use of the site as vacant is for commercial development.	
Highest and Best Use as Improved	
Consequently, after considering the physically possible, legally permissible, financially feasible, and maximum productivity standpoints of the subject property, the highest and best use of the site as improved is for the continued use of the existing improvements as a medical a single-tenant medical office/veterinary office.	

Introduction

Identification of the Appraisal Problem

Property Identification

The subject is located at 1401 Howell Branch Road. For more details regarding the subject please see the site and improvement description.

Preliminary Title Report

An authoritative report of title was not provided for review.

Easements, Encroachments, and/or Encumbrances

Easements	None noted
Encroachments	None noted
Encumbrances	None noted

Current Use and Occupancy Profile

The subject property is a single-tenant veterinary hospital that is currently 100% vacant.

Current Owner

According to public records, the subject is currently under the ownership of Vet Property Lc.

Sales History

There have been no sales in the past three years. However, the purpose of the appraisal is to assist with establishing a possible purchase price. There is not a contract on the property but there is a verbal sale price of \$1,600,000 in place. This is considered to be above current market rates. In addition, the owner indicated this was an off-market transaction and was not actively marketed for sale. This information was considered and analyzed as required.

Appraisal Development, Reporting Process, and Scope of Work

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the subject property. Market value is defined as follows:

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

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised, and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

[1] The definition of market value is taken from the Office of the Controller of the Currency under 12CFR, Part 34, Subpart C and adopted by the Appraisal Standards Board of The Appraisal Foundation, 2020-21 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.

Definitions

Pertinent definitions, including the definition of fair market value, are included in the Glossary, located in the Addenda to this report.

Premise of the Appraisal

The purpose of the appraisal is to estimate the market value of the subject property, "As Is".

Property Rights Appraised

The interest appraised represents the fee simple interest as the property is currently 100% vacant

Personal Property, Trade Fixtures, Intangible Items

No personal property, trade fixtures, or intangible items have been included in the overall opinion of market value for the subject property. The overall estimate of Fair Market Value, as defined, therefore, includes only the real property.

Intended Use and User of the Report

This appraisal was prepared for use by Siva Nalabatou. The intended use of this assessment is to be used as the basis for internal decision-making for the purpose of a prospective sale.

No additional Intended Users or Uses are identified or intended by the appraisers. Due to the relationship between the client and the appraiser, reliance on this report by any other parties for any use whatsoever, is prohibited.

Property Inspection

Appraiser	Extent of Inspection	Date Inspected
Ronnie Purdy	Interior & Exterior	9/15/2021

The appraiser was not accompanied by anyone during the inspection.

Property Identification

The property has been identified using the following sources:

- Postal address
- Public records
- Legal description
- Orange County Property Appraiser

Type and Extent of Data Researched

The following information was reviewed in preparing this report:

- Flood zone status
- Zoning Requirements
- Applicable Tax Data
- Demographics
- Public Record Data
- Comparable Data

Competency of Appraiser(s)

The appraiser's specific qualifications are included in this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraiser's knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment, based on the following:

- Professional experience
- Educational background and training
- Business, professional, academic affiliations, and activities

The appraiser(s) have previously provided consultation and value estimates for various types of residential and commercial properties throughout Central Florida including ones similar to the use of the subject property. As such, the appraisers affirm that they have the knowledge and experience to competently complete the assignment in accordance with the competency provision in USPAP.

Type and Extent of Analysis

This appraisal of the subject has been presented with reporting requirements set forth under Standards Rule 2-2(a) of USPAP. This report incorporates a summary of all information significant to the solution of the appraisal problem. It also includes summary descriptions of the subject property and the market for the subject property type.

The data has been gathered and analyzed through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.

Appraisal Methodology

To develop the opinion of value, we performed an appraisal as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). In this appraisal, we used all appropriate approaches to value which included the Direct Sales Comparison Approach. The Cost Approach was not utilized due to the age of the improvements and the difficulty associated with calculating depreciation. As such, the Cost Approach was not necessary for producing a credible result for this assignment and was therefore omitted. In addition, the subject is a specialized property specifically built out for use as a veterinary clinic. As such, there was little to no rental data available within the subject's immediate and surrounding market. Therefore, the Income Approach was not deemed prudent and was omitted.

Exposure Time

Exposure time is not intended to be a prediction of the date of sale or a one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

1. Statistical information about days on the market
2. Information gathered through sales verification
3. Interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions.

Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of the appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with the appraised conclusion of value.

In consideration of these factors, we have analyzed the following:

4. Exposure periods of comparable sales revealed during the course of this appraisal;
5. Knowledgeable real estate professionals.

Based on the foregoing analysis, an exposure time of 6-12± months is reasonable, defensible, and appropriate. We assume the subject would have been competitively priced and aggressively promoted regionally.

Marketing Time

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.

Considering the current market conditions, we have estimated a marketing time for the subject property to be 6-12± months. We assume the subject would be competitively priced and aggressively promoted regionally.

Assumptions and Conditions

This appraisal is subject to the following general assumptions and limiting conditions.

1. Title to the property is assumed to be good and marketable and the legal description correct.
2. No responsibility for legal matters is assumed. All outstanding taxes, liens, mortgages, or other encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management.
3. All sketches in this report are intended to be visual aids and should not be construed as surveys or engineering reports.
4. All information in this report has been obtained from reliable sources. We cannot, however, guarantee or be responsible for the accuracy of information furnished by others.
5. Unless otherwise stated, this opinion of value applies to land and improvements only; the value of trade fixtures, furnishings and other equipment has not been included.
6. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
7. Subsurface rights (minerals, water and oil) were not separately evaluated in making this appraisal.
8. The comparable sales data relied upon in this appraisal are believed to be from reliable sources; however, it was not possible to inspect the comparables completely, and it was necessary to rely upon information furnished by others as to said data, therefore, the value conclusions are subject to the correctness and verification of said data.
9. We inspected, as far as possible, by observation the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements. Likewise no tests were made on the roof, mechanical, plumbing or electrical systems. Unless otherwise stated, no representations are made as to geotechnical conditions of the land or the quality and condition of the roof, heating, cooling, ventilating electrical and plumbing equipment.
10. Unless otherwise stated in this report, the existence of hazardous substances were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field or environmental impacts upon real estate if so desired.
11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is subject to the following assumptions and limiting conditions that are specific to the subject property or to this report.

1. None.

Area and Neighborhood

Neighborhood Description. A neighborhood is a separately identifiable, cohesive area within a community with some interest shared by its occupants. Most neighborhoods have recognizable natural or manmade boundaries with physical boundaries most often stipulated as boundaries of influence. A neighborhood may be further defined as a grouping of complementary uses affected in a similar manner by social, economic, governmental, and environmental factors, or by perceptible changes in land use and the architectural style and condition of improvements thereto. In addition, every neighborhood is subject to influence by the greater abutting or surrounding community or metropolitan area.

Location

The subject is located within the Orlando MSA and is considered to be in an area of intense development. The subject is located in close proximity to State Road 436 and Orlando Avenue of which is considered to be a major roadway spanning the entire length of the subject's neighborhood. In addition, Interstate 4 is located approximately four miles to the west of the subject. This area is centered midway between both coasts of Florida and is within short driving distances to area attractions.

Boundaries

The neighborhood boundaries are detailed as follows:

North: City of Winter Springs

South: Winter Park

East: 436

West: Interstate 4

Development History

The subject neighborhood is comprised primarily of commercial and residential uses, consisting of supporting single-family and multi-family uses. The neighborhood is approximately 95% built out. The neighborhood is an area of established development and is urban in nature with stabilized to appreciating market conditions. A more graphic illustration of the neighborhood land uses is as follows:

Commercial	40%	
Industrial	5%	
Residential	50%	
Special Purpose	5%	
Total	100%	

Access/Infrastructure/Transportation

Neighborhood Conclusion

Neighborhood Map

Site Description

Location	
MSA	Orlando
Market Type	Small
Submarket Type	Suburban
Legal Description	BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E 48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.30 FT TO NLY R/W HOWELL BRANCH RD TH CONT SLY TO S LINE OF SECTION TH W TO POB & THAT PORTION OF VAC R/W DESC AS COMM AT THE SW COR OF THE SE1/4 OF SAID SEC TH RUN S89-39-22E 164.30 FT N03-31-11E 41.52 FT N89-44-47W 72.94 FT FOR POB TH CONT W 105.90 FT N01-24-46W 64.74 FT ELY 41.88 FT S 74-15-36E 95.53 FT S00-31-11W 4.63 FT S45-23-27W 35.44 TO POB (LESS RD R/W ON S)
Location Classification	Good
Parcel Identifier	29-21-30-0000-00-031
Location of Parcel	Corner
Size	
Land Acres	0.61
Land SF	26,412
Usable Land Acres	0.61
Usable Land SF	26,412
Usable Land %	100%
Access	
Traffic Count	5,500
Secondary Traffic Count	31,000
Primary Frontage (Feet)	141
Primary Frontage Type	Other Principal Arterial
Access Classification	Good
Access Description	The parcel has good access from the north side of Howell Branch Road.
Encumbrances	
Flood Zone	X
Flood Map Number	12095C064F
Flood Plain Description	Area of Minimal Flood Hazard.
Zoning	
Current Use	Single-Tenant Veterinarian Office.
Zoning Jurisdiction	Winter Park
Zoning Code	C-3
Zoning Description	Certain areas of the city along arterial and collector roadways have developed and are being redeveloped as highway-oriented commercial areas. The purpose of this district is to provide areas for this type of use and to provide regulations which enhance the convenience of use of these buildings as well as contribute to the attractiveness of the city and minimize any possible adverse effect on the entire community.(2)Uses permitted within this district shall include highway-oriented retail commercial establishments and personal and professional services. Regulations will include requirements for sufficient off-street parking, attractive parking areas, and control over the ingress and egress points.
Permitted Uses	All business uses and activities shall be conducted exclusively and wholly within an enclosed building except those uses permitted which are customarily conducted in the open such as off-street parking, plant and landscape garden sales and outdoor patio dining. Storage shall be limited to accessory storage of commodities sold at retail on the premises and storage shall be within a completely enclosed building. Some minimal display of bulk merchandise for sale within the business may be permitted outside and adjacent to an enclosed building but only if under a permanent covered building canopy but not to include vending machines.
Conformity Conclusion	Conforming
Site Characteristics	
Shape	Irregular
Topography	Basically Level
Grade	At Grade

View / Appeal	Average
Available Utilities	Electricity, Gas, Water, Sewer, Cable TV, and Trash
Site Utility	Good



Aerial



Flood Map

Improvement Description

CLASS: Special Purpose		PUCS TYPE: Veterinary Clinic
Size		
Gross Building Area	4,944	
Rentable Area	4,944	
Efficiency	100.00	
# of Buildings	1	
General		
Year Built	1970	
Investment Class	C	
Tenancy Type	Single	
Occupancy Type	Local	
Utility	Good	
Current Use	Single-Tenant Veterinary Clinic	
Year Built Details (1970)	SF Built: 4,944, Comments: ---	
Year Built Details (Totals)	Year Built: 1970, SF Built: 4,944	
Structural		
Construction Quality	Average	
Building Condition	Average	
Construction Class	C	
Foundation Type	Concrete Block	
Roof Type	Flat	
Roof Material	Built up with Tar and Gravel	
Window Type	Fixed Pane	
Glass Type	Single Pane	
Interior		
Lighting	Fluorescent & Halogen	
M.E.P.		
Heating Type	Electric	
Cooling Type	Central	
Site Improvements		
Type of Parking	Surface	
Conforms to Parking Standards	Yes	

Functional Utility- The ability of a property or building to be useful and to perform the function for which it is intended according to the current market tastes and standards; the efficiency of a building’s use in terms of architectural style, design and layout, traffic patterns and the size along with types of rooms. The improvements appear to be functional as a single-tenant veterinary hospital.

Deferred Maintenance- Also known as Curable Physical Depreciation applies to items in need of immediate repair on the effective date of the appraisal. Identified deferred maintenance items must be replaced or repaired for the improvements to continue to function as they should and to be marketable to potential buyers. The assumption is made that in the event deferred maintenance is cured the existing improvements will draw the maximum competitive position in the marketplace. In this case, there was no deferred maintenance visible during the property inspection.

Economic Age/Life- This method of determining the accrued depreciation recognizes the effect of curable items and accrued depreciation. To apply this method, all curable items of depreciation are deducted from the estimated costs new of the improvements. A percentage deduction is then applied by determining the ratio of effective age to total economic life. The effective age is the age indicated by the condition and utility of the structure. The total economic life is the period of time over which improvements to real estate contribute to a particular property value. The subject improvement was originally constructed in 1970 and is considered to have a newer effective age of 1995. The existing improvements are in average condition. The following chart illustrates the manner in which the appraisers arrived at the subject’s accrued depreciation:

Economic Age & Life

Component	Years	
Actual Age	51 Years	
Effective Age	26 Years	
Ratio: Effective Age vs. Actual Age	.51:1	
Expected Life	50 Years	
Remaining Economic Life	24 Years	
Accrued Physical Incurable Depreciation	52%	

Real Estate Taxes

2020 Real Estate Taxes	
Tax Appraised Value	\$0
Assessment Ratio	0.00%
Tax Assessed Value	\$559,741
Mill Levy	16.042
Real Estate Taxes	\$0
Special Assessments	\$0
Total Taxes	\$8,996
Due	\$0
Taxes per SF GBA	\$1.82

Parcel/Tangible	29-21-30-	Owner & Address:	
Number:	0000-00031	VET PROPERTY LC	
Date: 9/16/2021		2630 VIA TUSCANY	
Tax Year: 2020		WINTER PARK, FL 32789-1034	
Total Assessed Value:	\$559,741	Legal	BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E
Taxable Value:	\$559,741	Description:	48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.
Gross Tax Amount:	\$8,996.09	Location	1401 HOWELL BRANCH RD WINTER PARK 32789
Millage Code:	6 WP	Address:	
Comments:			

Note: The "Certified Owner" is the Owner of record on the Tax Roll. Check the "Certified Owner" check box and select the Taxbill button to see the certified owner.

Tax Bill

Subject Photos



Exterior view of subject



Typical view of entrance to property



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



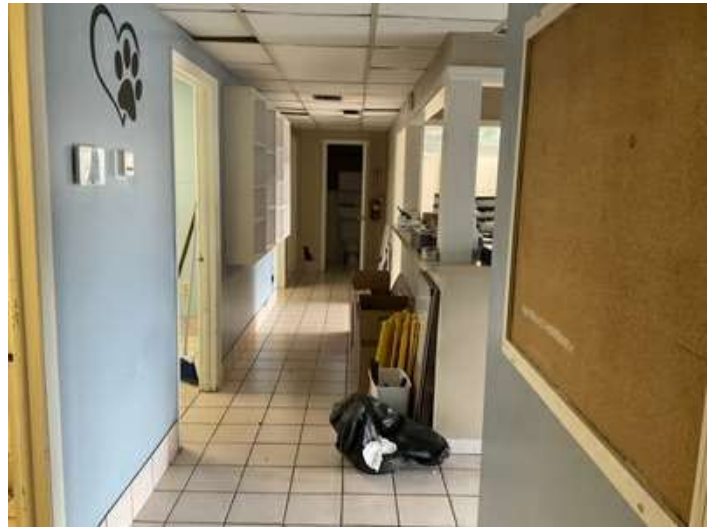
Interior view of subject



Interior view of subject



Interior view of subject



Interior view of subject



Typical view of metered area



Exterior view of subject



Parking Area



Easterly view Howell Branch Road



Westerly view of Howell Branch Road



Exterior view of subject

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- **Legally Permissible:** a legally permissible use is determined primarily by current zoning regulations. However, other considerations such as long-term leases, deed restrictions, and environmental regulations may preclude some possible highest and best use. **According to the C-3, Commercial District, by the City of Winter Parking Zoning Authorities the subject appears to be legally conforming as a veterinary clinic (see zoning description).**
- **Physically Possible:** the size, shape, and topography affect the uses to which land may be developed. The utility of a parcel is dependent on its frontage and depth. Sites with irregular shapes may be more expensive to develop, and topography or subsoil conditions may make utilization too costly or restrictive. The highest and best use as improved also depends on physical characteristics such as condition and utility. **The subject is triangular in shape with adequate frontage and depth. As such, the subject is physically suitable for the development of various commercial uses including the existing use as a single-tenant medical office/veterinary office.**
- **Financially Feasible:** the use of the property is analyzed to make a determination as to the likelihood that the property is capable of producing a return which is greater than the combined income needed to satisfy operation expenses, debt service, and capital amortization. Any use that is expected to produce a positive return is classified as financially feasible. **The subject property as commercial development is financially feasible as the property is established within close proximity to major areas of development.**
- **Maximally Productive:** the use that provides the highest rate of return among financially feasible uses is the highest and best use. The use of the land must yield a profitable net return, and the quantity of land devoted to any specific use must be limited to that quantity which will yield a maximum return to each owner. **The maximally productive use of a site is oftentimes subjective because it is often directly related to the entrepreneurial skills of an individual investor or developer. The subject property is an existing single-tenant medical office/veterinary office that would most likely be the maximally productive use. This is further verified by the surrounding property uses within the subject's immediate market area as well as historic cash flow generated by equitable income.**

Highest and best use is applied specifically to the use of a site as vacant. It is recognized that in cases where a site has existing improvements, the concluded highest and best use as if vacant may be different from the highest and best use given the existing improvements (as improved). The existing use will continue, however, until the land value, in its highest and best use, exceeds the total value of the property under its existing use plus the cost of removing or altering the existing structure.

Implied in the highest and best use is recognition of the contribution of specific use to the community environment or to the community's development goals, in addition to wealth maximization of individual property owners. Also implied is that the conclusion of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from the analysis represents an opinion, not a fact to be found.

Highest and Best Use as Vacant

Consequently, after considering the physically possible, legally permissible, financially feasible, and maximum productivity standpoints of the subject property, the highest and best use of the site as vacant is for commercial development.

Highest and Best Use as Improved

Consequently, after considering the physically possible, legally permissible, financially feasible, and maximum productivity standpoints of the subject property, the highest and best use of the site as improved is for the continued use of the existing improvements as a medical a single-tenant medical office/veterinary office.

Sales Comparison Approach

We have valued the subject according to its highest and best use, as improved. A summary of the sales follows. In evaluating the comparable sales, we selected sales price per square foot of net building area as the primary unit of comparison. This is the unit of comparison most commonly quoted by brokers, sellers, and purchasers when discussing sales transactions and is considered the most relevant for the subject.



#	Property Name	Sale Date	Year Built	GBA SF	RA SF	Units	Sale Price	Sale Price / SF	Analysis Sale Price	Analysis SP / SF
1	2500 W SR 434	01/01/2018	2003	8,404	8,269	0	\$2,410,000	\$286.77	\$2,410,000	\$286.77
2	Curry Ford Animal Hospital, LLC	07/31/2018	1984	3,306	3,286	0	\$900,000	\$272.23	\$900,000	\$272.23
3	5500 Vista View Way	10/21/2019	2011	7,914	7,335	0	\$2,050,000	\$259.03	\$2,050,000	\$259.03
4	Fairbanks Animal Hospital	12/28/2018	1958	4,335	2,719	0	\$700,000	\$161.48	\$700,000	\$161.48
5	P & M Veterinary Services	02/01/2021	2007	7,159	7,159	0	\$1,500,000	\$209.53	\$1,500,000	\$209.53



Aerial



Street View

Property Information

Property Name	2500 W SR 434
Property Class	Special Purpose
Address	2500 W SR 434, Longwood, FL 32751
County	Seminole
Property Type & Sub-Type	Veterinary Clinic / ---

Site Information - Site 1

Land SF	48,579
Land Acres	1.12
Zoning Code	C-2
Shape	Irregular
Topography	Basically Level
Available Utilities	Electricity, Gas, Water, Sewer, Cable TV, Telephone, and Trash

Improvement Information - Building 1

Gross Building Area	8,404
Rentable Area	8,269
Year Built	2003
Construction Quality	Good
Building Condition	Good

Transaction Information

Sale Status	Closed
Sale Date	01/01/2018
Seller	Sanlando Property Holdings LLC
Buyer	Chloe M Magaldina DVM PA
Sale Price	\$2,410,000
Analysis Sale Price	\$2,410,000
Price per SF RA	\$291.45
Analysis Sale Price per SF RA	\$291.45
Sale Confirmed By	Ronnie Purdy



Aerial



Street View

Property Information

Property Name	Curry Ford Animal Hospital, LLC
Property Class	Special Purpose
Address	7321 Curry Ford Road, Orlando, FL 32822
County	Orange
Property Type & Sub-Type	Veterinary Clinic / ---

Site Information - Comp 4

Land SF	23,217
Land Acres	0.53
Shape	Rectangular
Topography	Basically Level
Available Utilities	Electricity, Gas, Irrigation Water, Water, Sewer, Cable TV, Telephone, and Trash

Improvement Information - Veterinary Clinic (Orlando)

Gross Building Area	3,306
Rentable Area	3,286
Year Built	1984
Construction Quality	Average
Building Condition	Average
# of Stories	1

Transaction Information

Sale Status	Closed
Sale Date	07/31/2018
Sale Price	\$900,000
Analysis Sale Price	\$900,000
Price per SF RA	\$273.89
Analysis Sale Price per SF RA	\$273.89
Sale Confirmed By	Ronnie Purdy



Aerial



Street View

Property Information

Property Name	5500 Vista View Way
Property Class	Special Purpose
Address	5500 Vista View Way, Oviedo, FL 32765
County	Seminole
Property Type & Sub-Type	Veterinary Clinic / ---

Site Information - Site 1

Land SF	40,075
Land Acres	0.92
Zoning Code	PD
Shape	Irregular
Topography	Basically Level
Available Utilities	Electricity, Gas, Water, Sewer, Cable TV, and Trash

Improvement Information - Building 1

Gross Building Area	7,914
Rentable Area	7,335
Year Built	2011
Construction Quality	Good
Building Condition	Good

Transaction Information

Sale Status	Closed
Sale Date	10/21/2019
Seller	HMH2 LLC
Buyer	Blue Water CRE LLC
Sale Price	\$2,050,000
Analysis Sale Price	\$2,050,000
Price per SF RA	\$279.48
Analysis Sale Price per SF RA	\$279.48
Sale Confirmed By	Ronnie Purdy



Aerial



Street View

Property Information

Property Name	Fairbanks Animal Hospital
Property Class	Special Purpose
Address	753 W Fairbanks Ave, Orlando, FL 32789
County	Orange
Property Type & Sub-Type	Veterinary Clinic / ---

Site Information - Site 1

Land SF	10,008
Land Acres	0.23
Zoning Code	C-3
Shape	Square
Topography	Basically Level
Available Utilities	Electricity, Gas, Water, Sewer, Cable TV, Telephone, and Trash

Improvement Information - Building 1

Gross Building Area	4,335
Rentable Area	2,719
Year Built	1958
Construction Quality	Average
Building Condition	Average

Transaction Information

Sale Status	Closed
Sale Date	12/28/2018
Seller	Animal Wellness Center of Winter Park Inc
Buyer	Lijk Investments LLC
Sale Price	\$700,000
Analysis Sale Price	\$700,000
Price per SF RA	\$257.45
Analysis Sale Price per SF RA	\$257.45
Sale Confirmed By	Ronnie Purdy



Aerial



Street View

Property Information

Property Name	P & M Veterinary Services
Property Class	Special Purpose
Address	3300 North Highway 19A, Mount Dora, FL 32757
County	Lake
Property Type & Sub-Type	Veterinary Clinic / ---

Site Information - Site 1

Land SF	38,768
Land Acres	0.89
Zoning Code	C-2A
Shape	Rectangular
Topography	Basically Level
Available Utilities	Electricity, Gas, Water, Sewer, Cable TV, and Trash

Improvement Information - Building 1

Gross Building Area	7,159
Rentable Area	7,159
Year Built	2007
Construction Quality	Good
Building Condition	Good

Transaction Information

Sale Status	Closed
Sale Date	02/01/2021
Seller	ZBS Realty LLC
Buyer	Skandar 200 LLC
Sale Price	\$1,500,000
Analysis Sale Price	\$1,500,000
Price per SF RA	\$209.53
Analysis Sale Price per SF RA	\$209.53
Sale Confirmed By	Ronnie Purdy

Elements of Comparison -- Related to the Transaction

Our survey and analysis of comparable properties in the subject's competitive market indicate that several factors affected their ultimate purchase price. Although we have attempted to identify and quantify each of these factors, the number of comparables available does not allow for "textbook" use of paired sales. Additionally, in many instances, the adjustments involved the judgment of the appraiser.

We have evaluated the comparable sales based on differences in various elements of comparison. The first of these are elements that must be compared in every analysis and are related to the property rights conveyed, the terms/financing, conditions of the sale, expenditures after-sale, excess land value, and market conditions.

Property Rights

The subject was appraised with consideration given to the fee simple interest. All of the sales are deemed similar to the subject, thus no adjustments were warranted.

Terms / Financing

A review of the available financing terms for each of the respective sales did not indicate financing terms that would affect the cash equivalency. As such, no adjustment for atypical financing terms was indicated.

Conditions of Sale

This element of comparison takes into account the possible motivation on the part of the buyer or seller in a sales transaction. Due to past adverse market conditions, bank-owned properties and short-sale properties are still existent in the commercial market and can impact property values. Typically, these properties are listed and sold at a below-market price to ensure a quick transfer of ownership and are many times purchased as a cash sale. Sale 4 was slightly distressed as it was purchased by a regional conglomerate at a discount. Time was of the essence for the seller (the appraiser has intimate knowledge of the transaction). The remaining sales are deemed similar to the subject, thus no adjustments were warranted.

Expenditures After Sale

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include costs to cure deferred maintenance, costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, or cost to remediate environmental contamination. The expenditures after-sale involved in the sales did not appear to have a significant impact on the prices, and no adjustments were required.

Market Conditions

Economic conditions may change between the sale date of the comparables and the effective date of value. Sales 1, 2, & 4 were sold within an inferior economic climate. As a result, the comparable was adjusted upward accordingly. The remaining sales are deemed similar to the subject property, thus no adjustments were warranted.

Elements of Comparison -- Related to the Real Estate

In addition, it is necessary to evaluate the sales based on location, physical and economic characteristics. The elements of comparison considered most appropriate for this analysis are discussed individually in the following paragraphs.

Location

An analysis of location takes into account differences in the comparables relative to their surrounding environments. The subject is located along the north side of Howell Branch Road in Winter Park within an area of intense residential and commercial development. In this case, Sales 2, 3, 4, & 5 were inferior and adjusted upward accordingly. The remaining sale was similar to the subject, thus no adjustment was necessary.

Access

Good access is desirable for many commercial properties. All of the sales were similar to the subject, having average access, and required no adjustment.

Quality

This adjustment takes into consideration the difference in value attributable to the quality of construction of the improvements. The quality of construction for the subject is considered average. Sales 1, 3, & 5 were superior in quality and required downward adjustments. No adjustments were considered for the remaining sales as they reflect a similar quality of construction to that of the subject.

Age/Condition

The age and condition adjustments consider observable differences in actual age and condition of the comparables and the subject with regard to periodic routine maintenance and deferred maintenance. The subject appears to be in good condition. In comparison to the subject, Sales 1, 3, & 5 had a superior age and/or condition and were adjusted downward accordingly. No adjustments were considered for the remaining sales as they reflect a similar quality of construction to that of the subject.

Land to Building Ratio

This is a ratio of the land area of the property divided by the building size. The more land associated with a property, the higher the land-to-building ratio. A higher land to building ratio often results in a higher per-square-foot or per-unit value because it provides more land area in relation to the building for potential parking, open space, storage, or other uses. In this case, Sale 4 reflected an inferior land to building ratio and was, therefore, adjusted upward. The remaining sales had a similar land-to-building ratio and required no adjustment.

Size

Generally, the market indicates an inverse relationship to the size and unit price; the larger the building, the lesser the unit price. In this case, Sales 2 & 4 were smaller in size and adjusted downward as deemed necessary. In addition, Sales 1, 3, & 5 were larger and adjusted upward accordingly.

Sale Adjustments							
Subject		Sale # 1		Sale # 2		Sale # 3	
Name	Vca Howell Branch Animal Hospital	2500 W SR 434		Curry Ford Animal Hospital, LLC		5500 Vista View Way	
Street Address	1401 Howell Branch Road	2500 W SR 434		7321 Curry Ford Road		5500 Vista View Way	
City	Winter Park	Longwood		Orlando		Oviedo	
Sale Price		\$2,410,000.00		\$900,000.00		\$2,050,000.00	
Unit of Comparison (UoC)	Rentable Area	Rentable Area		Rentable Area		Rentable Area	
UoC Value	4,944 sf	8,269 sf		3,286 sf		7,335 sf	
Sale Price / UoC		\$291.45		\$273.89		\$279.48	
Transactional Adjustments (calculated cumulatively)							
Property Rights	N/A	Fee Simple		Fee Simple		Fee Simple	
		Similar		Similar		Similar	
Terms / Financing	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Conditions of Sale	N/A	\$0.00		\$0.00		\$0.00	
Adjustment		0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Expenditures After Sale	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Excess Land Value	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Market Conditions	N/A	01/01/2018		07/31/2018		10/21/2019	
Adjustment		7.50%	\$21.86	7.50%	\$20.54	0.00%	\$0.00
Adj Price / UoC after Transactional Adjs	N/A	\$313.31		\$294.43		\$279.48	
Property Adjustments - Quantitative (not cumulative)							
Location	Good	Good		Good		Good	
Adjustment		0.00%	\$0.00	5.00%	\$14.72	10.00%	\$27.95
Access	Good	Good		Good		Good	
		Similar		Similar		Similar	
Quality	Average	Good		Average		Good	
Adjustment		-10.00%	-\$31.33	0.00%	\$0.00	-10.00%	-\$27.95
Age	51	15		34		8	
		Similar		Similar		Similar	
Condition	Average	Good		Average		Good	
Adjustment		-10.00%	-\$31.33	0.00%	\$0.00	-10.00%	-\$27.95
Land to Building Ratio	5.34	5.78		7.02		5.06	
Adjustment		0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Size	4,944 sf	8,269 sf		3,286 sf		7,335 sf	
Adjustment		10.00%	\$31.33	-5.00%	-\$14.72	10.00%	\$27.95
Total Adjustments							
Gross % Adj's	N/A	39.75%		18.25%		40.00%	
Gross \$ Adj's	N/A	\$115.85		\$49.98		\$111.80	
Net % Adj's	N/A	-3.25%		7.50%		0.00%	
Net \$ Adj's	N/A	-\$9.47		\$20.54		\$0.00	
Net Adj Price / UoC	N/A	\$281.98		\$294.43		\$279.48	

Sale Adjustments					
Subject		Sale # 4		Sale # 5	
Name	Vca Howell Branch Animal Hospital	Fairbanks Animal Hospital		P & M Veterinary Services	
Street Address	1401 Howell Branch Road	753 W Fairbanks Ave		3300 North Highway 19A	
City	Winter Park	Orlando		Mount Dora	
Sale Price		\$700,000.00		\$1,500,000.00	
Unit of Comparison (UoC)	Rentable Area	Rentable Area		Rentable Area	
UoC Value	4,944 sf	2,719 sf		7,159 sf	
Sale Price / UoC		\$257.45		\$209.53	
Transactional Adjustments (calculated cumulatively)					
Property Rights	N/A	Fee Simple		Fee Simple	
		Similar		Similar	
Terms / Financing	N/A	\$0.00		\$0.00	
		Similar		Similar	
Conditions of Sale	N/A	\$0.00		\$0.00	
Adjustment		0.00%	\$0.00	10.00%	\$20.95
Expenditures After Sale	N/A	\$0.00		\$0.00	
		Similar		Similar	
Excess Land Value	N/A	\$0.00		\$0.00	
		Similar		Similar	
Market Conditions	N/A	12/28/2018		02/01/2021	
Adjustment		7.50%	\$19.31	0.00%	\$0.00
Adj Price / UoC after Transactional Adjs	N/A	\$276.76		\$230.48	
Property Adjustments - Quantitative (not cumulative)					
Location	Good	Good		Average	
Adjustment		10.00%	\$27.68	30.00%	\$69.14
Access	Good	Good		Good	
		Similar		Similar	
Quality	Average	Average		Good	
Adjustment		0.00%	\$0.00	-10.00%	-\$23.05
Age	51	60		14	
		Similar		Similar	
Condition	Average	Average		Good	
Adjustment		0.00%	\$0.00	-10.00%	-\$23.05
Land to Building Ratio	5.34	2.31		5.42	
Adjustment		5.00%	\$13.84	0.00%	\$0.00
Size	4,944 sf	2,719 sf		7,159 sf	
Adjustment		-10.00%	-\$27.68	10.00%	\$23.05
Total Adjustments					
Gross % Adj's	N/A	34.38%		76.00%	
Gross \$ Adj's	N/A	\$88.51		\$159.24	
Net % Adj's	N/A	12.88%		32.00%	
Net \$ Adj's	N/A	\$33.15		\$67.04	
Net Adj Price / UoC	N/A	\$290.60		\$276.57	

Adjusted Price Indications

Minimum	\$276.57
Maximum	\$294.43
Average	\$284.61
Median	\$281.98
Standard Deviation	6.79

The adjustments are summarized in the above adjustment grid. The price per square foot of rentable area was concluded to be the best unit of comparison to appraise the subject property. The unadjusted unit sale prices ranged from a low of \$209.53 per square foot of rentable area to a high of \$291.45 per square foot of rentable area. Consequently, after applying appropriate quantitative adjustments to the sales, a narrower range of values was reflected. Considered adjustments were thought to be reasonable and reflected net adjustments of (3%) to 32%. Equal weight and merit were placed on all six sales.

Sales Comparison Value

Unit of Comparison (UoC)	Rentable Area
Sales Comparison Value / UoC	\$285.00
Sales Comparison Value	\$1,409,040
Rounded	\$1,410,000

Reconciliation

Indicated Values						
Land Value		N/A				
Cost Approach		N/A				
Sales Comparison Approach		\$1,410,000				
Income Approach		N/A				
Value Conclusions						
Description	Perspective	Type of Value	Premise	Property Interest	Effective Date	Indicated Value
1401 Howell Branch Road	Current	Market Value	As Is	Fee Simple	09/29/2021	\$1,410,000

Addenda

Definition of Market Value

Appraiser Qualifications

Property Card

Client's Letter of Engagement

Definition of Market Value

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

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

Source: The definition of market value is taken from the Office of the Controller of the Currency under 12CFR, Part 34, Subpart C and adopted by the Appraisal Standards Board of The Appraisal Foundation, 2020-2021 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.

Definition of Fee Simple Interest. According to the 14th Edition of the Appraisal of Real Estate the definition of fee simple estate is: absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Definition of Leased Fee Interest. According to the 14th Edition of the Appraisal of Real Estate the definition of leased fee interest is defined as: an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained within the lease.

Definition of Leasehold Interest. According to the 14th Edition of the Appraisal of Real Estate the definition of leasehold interest is defined as: the right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Definition of Highest and Best Use. According to the 14th Edition of the Appraisal of Real Estate the definition of highest and best use is defined as: the reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Retrospective Value. According to the 14th Edition of the Appraisal of Real Estate the retrospective value is defined as: a valid historical date requested by the client to be the effective date of the opinion of value.

Prospective Value. According to the 14th Edition of the Appraisal of Real Estate the prospective value is defined as: a valid future date requested by the client to be the effective date of the opinion of value.

RONALD N. (RONNIE) PURDY**Certified Valuation Analyst # 993310****State-Certified General Appraiser # RZ3977****BUSINESS ADDRESS**

The Market Connection, LLC
 1900 S. Bay Street | Eustis, FL 32726
 Telephone: (352) 308-8644 or (352) 267-2915
 E-mail: Rpurdy@mymarketconnection.com



**THE MARKET
CONNECTION**
APPRAISAL • COMMERCIAL | BUSINESS | RESIDENTIAL

LICENSING

- Certified Valuation Analyst (Business Appraiser)
Certification # 993310 as issued by the NACVA
- State-Certified General Appraiser
RZ3977 State of Florida

**CAREER BACKGROUND**

- President, Lead Point Market Consultants from March 2014 to present
- Certified Valuation Analyst with Lead Point Market Consultants from March 2014 to present
- City President, Wachovia Bank from 1999-2006
- Area President, CenterState Bank from 2006-2013
- State-Certified General Appraiser from January 2018 to present
- State Registered Trainee Appraiser with The Market Connection from June 2013 to December 2017

EDUCATIONAL BACKGROUND

- B.A. Bachelors of Science-Finance & Economics | Florida State University, May 1999
- Applicable Courses Completed at Florida State University:
 - Complex Real Estate Markets
 - Financial, Cost, & Managerial Accounting
 - Calculus for Business
 - Business Finance & Investments
 - Multi-International Finance
 - Financial Models & Forecasting
 - Risk & Mitigation Management
 - Professional Business Analysis/Financial Statements
 - Complex Analysis of Fundamental Financial Statements

APPRAISAL EDUCATION

- In addition to receiving a Bachelor's Degree, I have taken over 350 hours of the following appraisal courses:
 - Statistics, Modeling, & Finance (Cooke Real Estate School)
 - Basic Appraisal Principals (Cooke Real Estate School)
 - Basic Appraisal Procedures (Cooke Real Estate School)
 - USPAP Uniform Standards (Cooke Real Estate School)
 - General Sales Comparison Approach (Cooke Real Estate School)
 - Laws & Procedures (Cooke Real Estate School)
 - General Site Valuation & Cost Approach (Cooke Real Estate School)
 - General Report Writing (Cooke Real Estate School)

- General Income Approach I & II (2017 McKissock LP)
- General Appraiser Market Analysis, Highest & Best Use (2016 McKissock LP)
- Florida Law & Regulations (2016 McKissock LP)
- National USPAP update (2016 McKissock LP)

APPRAISAL REPORTS PREPARED IN THE FOLLOWING COUNTIES

- Lake, Orange, Sumter, Seminole, Hillsborough, Volusia, & South Marion

PURPOSE OF APPRAISALS

- Financing, Acquisition, Insurance, Government Acquisitions, Estate Tax Purposes, Estate Planning, & Asset Evaluation

TYPES OF APPRAISAL ASSIGNMENTS

- | | |
|---|------------------------------|
| • Vacant Commercial, Industrial, & Agricultural | • General Retail |
| • Residential Subdivisions | • Restaurants |
| • Special Purpose | • Banks/Financial Facilities |
| • Mixed-Use Properties | • Improved Pasture |
| • Planned Unit Developments | • Improved Medical Office |
| • Office Condominiums | • Automotive Retail |
| • Warehouses | • Professional Office |
| • Neighborhood & Big Box Shopping Centers | • Day Care Centers |



National Association of Certified Valuators and Analysts

*Upon recommendation of the NACVA's
Valuation Credentialing Board, this certificate recognizes that*

Ronald Purdy

*has complied with the requirements of the NACVA
and has been granted the designation of*

Certified Valuation Analyst

*The CVA credential is accredited by the
National Commission for Certifying Agencies (NCCA).
In witness of their hands at Salt Lake City, Utah*

This 3/30/2015

NACVA

Samuel Black
CHIEF EXECUTIVE OFFICER

Jerry A. Horn
SECRETARY



Certificate #
993310

Property Record - 29-21-30-0000-00-031Orange County Property Appraiser • <http://www.ocpafl.org>**Property Summary as of 09/16/2021****Property Name**

Vca Howell Branch Animal Hospital

Names

Vet Property Lc

Municipality

WP - Winter Park

Property Use

1900 - Office Medical Bldg

Mailing Address2630 Via Tuscany
Winter Park, FL 32789-1034**Physical Address**1401 Howell Branch Rd
Winter Park, FL 32789

QR Code For Mobile Phone



1401 HOWELL BRANCH RD, WINTER PARK, FL 32789 01/07/2020



1401 HOWELL BRANCH RD, WINTER PARK, FL 32789 6/23/2015 4 25 PM

<https://ocpaservices.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx?PFSettings//AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 1/6

Property Card

9/16/21, 11:54 AM



1401 Howell Branch Rd



302129000000031 04/05/2006



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values

2021	W	MKT
2020	✓	MKT
2019	✓	MKT
2018	✓	MKT

Land	Building(s)	Feature(s)	Market Value	Assessed Value
\$190,539	+ \$367,453	+ \$25,000 =	\$582,992 (3.7%)	\$582,992 (4.2%)
\$190,539	+ \$346,682	+ \$25,000 =	\$562,221 (10%)	\$559,741 (10%)
\$179,023	+ \$304,832	+ \$25,000 =	\$508,855 (2.0%)	\$508,855 (2.0%)
\$170,386	+ \$303,429	+ \$25,000 =	\$498,815	\$498,815

<https://ocpservices.ocpal.org/Searches/ParcelInfoPrinterFriendly.aspx?PFSettings/AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 2/6

Property Card

Tax Year Benefits2021 2020  2019 2018 **Tax Savings**

\$0

\$23

\$0

\$0

2021 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$582,992	\$0	\$582,992	3.4890 (-3.33%)	\$2,034.06	22 %
Public Schools: By Local Board	\$582,992	\$0	\$582,992	3.2480 (0.00%)	\$1,893.56	21 %
Orange County (General)	\$582,992	\$0	\$582,992	4.4347 (0.00%)	\$2,585.39	28 %
City Of Winter Park	\$582,992	\$0	\$582,992	4.0923 (0.00%)	\$2,385.78	26 %
City Of Winter Park Debt Service 2011	\$582,992	\$0	\$582,992	0.0000 (-100.00%)	\$0.00	0 %
City Of Winter Park Debt Service 2017	\$582,992	\$0	\$582,992	0.2891 (-4.43%)	\$168.54	2 %
St Johns Water Management District	\$582,992	\$0	\$582,992	0.2287 (0.00%)	\$133.33	1 %
				15.7818	\$9,200.66	

2021 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features**Property Description**

BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E 48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.30 FT TO NLY R/W HOWELL BRANCH RD TH CONT SLY TO S LINE OF SECTION TH W TO POB & THAT PORTION OF VAC R/W DESC AS COMM AT THE SW COR OF THE SE1/4 OF SAID SEC TH RUN S89-39-22E 164.30 FT N03-31-11E 41.52 FT N89-44-47W 72.94 FT FOR POB TH CONT W 105.90 FT N01-24-46W 64.74 FT ELY 41.88 FT S 74-15-36E 95.53 FT S00-31-11W 4.63 FT S45-23-27W 35.44 TO POB (LESS RD R/W ON S)

Total Land Area

26,412 sqft (+/-) | 0.61 acres (+/-) GIS Calculated

<https://ocpaservices.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 3/6

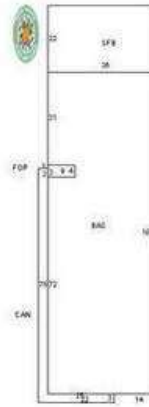
Property Card

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1700 - Office One Story	C-3	26173 SQUARE FEET	\$7.28	\$190,539	\$0.00	\$190,539

Buildings

Model Code	04 - Commercial	Subarea Description	Sqft	Value
Type Code	1900 - Office Medical Bldg	BAS - Base Area	3816	\$831,812
Building Value	\$367,453	CAN - Canopy	300	\$19,618
Estimated New Cost	\$993,117	FOP - F/Opn Prch	36	\$3,488
Actual Year Built	1970	SFB - Sem F Base	792	\$138,199
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	4944 sqft			
Living Area	4608 sqft			
Exterior Wall	Cb Stucco			
Interior Wall	Drywall			

**Extra Features**

Description	Date Built	Units	Unit Price	XFOB Value
6220 - Parking Space	01/01/1970	23 Unit(s)	\$1,000.00	\$23,000
6140 - Patio 1	01/01/2001	1 Unit(s)	\$2,000.00	\$2,000

Sales

<https://ocpaservices.ocpal.org/Searches/ParcelInfoPrinterFriendly.aspx?PFSettings/AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 4/6

Property Card

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
01/08/2004	\$450,000	20040036910	07273 / 4829	Warranty Deed	Howell Branch Animal Hospital P A	Vet Property Lc	Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
3099 Aloma Ave	08/11/2021	\$4,060,000	\$981	Warranty Deed	0/0	20210495619	/
1616 Woodward St	08/02/2021	\$1,258,900	\$256	Special Warranty Multiple	0/0	20210475112	/
5140 Curry Ford Rd	08/02/2021	\$579,000	\$196	Warranty Deed	0/0	20210483995	/
2801 Rock Springs Rd	07/30/2021	\$1,250,000	\$292	Warranty Deed	2/1	20210471309	/
10615 E Colonial Dr	07/29/2021	\$2,100,000	\$445	Special Warranty	0/0	20210470949	/
601 E Colonial Dr	07/16/2021	\$940,000	\$286	Warranty Deed	0/0	20210446346	/
6909 Old Hwy 441	07/12/2021	\$3,000,000	\$62	Special Warranty	0/0	20210424673	/
1836 Woodward St	07/02/2021	\$1,040,000	\$218	Warranty Deed	0/0	20210417396	/
895 Outer Rd	06/30/2021	\$1,100,000	\$296	Special Warranty	0/0	20210401685	/
2909 N Orange Ave	06/29/2021	\$10,221,900	\$652	Warranty Multiple	0/0	20210399545	/

Services for Location**TPP Accounts At Location**

Account	Market Value	Taxable Value	Business Name(s)	Business Address
REG-016535	\$154,326	\$129,326	Vca Howell Branch Animal Hospital Inc Vca Animal Hospitals Inc	1401 Howell Branch Rd

Schools

Winter Park (High School)

Principal	Matthew Arnold
Office Phone	407.622.3200
Grades	2019: A 2018: A 2017: B

Dommerich (Elementary)

<https://ocpaservices.ocpalil.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 5/6

Property Card

9/16/21, 11:54 AM

1401 Howell Branch Rd

Principal Laura Permenter
Office Phone 407.623.1407
Grades 2019: A | 2018: A | 2017: A

Maitland (Middle School)

Principal Aski Melik Derome Brown
Office Phone 407.623.1462
Grades 2019: A | 2018: B | 2017: B

Utilities/Services

Electric Winter Park
Water Winter Park
Recycling (Friday, Tuesday) Winter Park/Waste Pro
Trash (Tuesday, Friday) Winter Park/Waste Pro
Yard Waste (Wednesday) Winter Park/Waste Pro

Elected Officials

School Board Representative Karen Castor Dentel
 County Commissioner Emily Bonilla
 State Senate Linda Stewart
 State Representative Joy Goff-Marcil
 US Representative Stephanie Murphy
 Orange County Property Appraiser Amy Mercado

Traffic Information

Howell Branch Rd 30,602 Vehicles / Day
 Temple Dr 4,400 Vehicles / Day

<https://ocpaservices.ocpsfl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1AD1AE1BA1BB1BC1BD0BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PD...> 6/6

Property Card



September 16, 2021

Sivia Nalabotu
12653 Amber Star Drive
Noblesville, Indiana 46060
sivia.nalabotu@vetcheckpucc.com

Dear Client,

At your request and authorization, The Market Connection LLC will provide an Appraisal Report on real estate located at 1401 Howell Branch Road, Winter Park, Florida. The property is further identified as Parcel #29-21-30-0000-00-031. The above referenced real property will be presented in an Appraisal Report. The purpose of this appraisal will be to estimate the market value of the fee simple interest. The function of this appraisal is to serve as the basis for internal decision-making for the purpose of a prospective sale.

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

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The report will be completed within 2-3 weeks of the signed engagement letter. The fee for this report shall be \$1,950 of which 100% of the outlined fee will be due upon signature of this engagement.

The scope of work will include: an inspection of the subject, study of the market area, determination of highest and best use, application of appropriate appraisal methodology, analysis of comparable data, reconciliation of each approach into a final estimate of market value for the subject, and estimate of a reasonable exposure time associated with the value estimate. The Direct Sales Comparison and Income Approaches to value will be utilized.

By signing this letter, you agree to the terms of this assignment including the set fee of \$1,950. As such, you are considered to be "the client" and authorize The Market Connection, LLC to provide the services as outlined in this engagement letter.

I, sivia nalabotu accept the above terms.
(Printed Name)

sivia nalabotu
sivia.nalabotu (Sep 23, 2021 09:29 EDT)
(Signature)

Sep 23, 2021
(Date)

The Market Connection | 1900 S. Bay Street, Eustis, FL 32726 | Phone: 352.308.8644 | MyMarketConnection.com

Vca Howell Branch Animal Hospital Engagement Letter

Final Audit Report

2021-09-23

Created:	2021-09-21
By:	Lisa Summers (lisa@mymarketconnection.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN6OmM5IQxm9BZBZlyNK2TrMspMwBb1K

"Vca Howell Branch Animal Hospital Engagement Letter" History

-  Document created by Lisa Summers (lisa@mymarketconnection.com)
2021-09-21 - 4:34:52 PM GMT - IP address: 73.120.183.10
-  Document emailed to siva nalabotu (siva.nalabotu@vetcheckpucc.com) for signature
2021-09-21 - 4:35:28 PM GMT
-  Email viewed by siva nalabotu (siva.nalabotu@vetcheckpucc.com)
2021-09-21 - 4:45:10 PM GMT - IP address: 99.145.39.49
-  Document e-signed by siva nalabotu (siva.nalabotu@vetcheckpucc.com)
Signature Date: 2021-09-23 - 1:29:25 PM GMT - Time Source: server - IP address: 99.145.39.49
-  Agreement completed.
2021-09-23 - 1:29:25 PM GMT

AGREEMENT FOR SALE AND PURCHASE

(1401 Howell Branch Road)

(Property Appraiser Parcel # 29-21-30-0000-00-031)

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF WINTER PARK, a Florida municipal corporation ("**Purchaser**"), and VET PROPERTY LC, a Florida corporation ("**Seller**").

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of the real property more particularly described on Exhibit "A" attached hereto and any other real property in which Seller has any interest that abuts or is proximate to the real property described on Exhibit "A" including all and singular the rights and appurtenances pertaining to the Property including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the Property in any respect (the "**Property**"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **AGREEMENT TO BUY AND SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.
3. **EARNEST MONEY.**

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Edward A. Kerben, Attorney at Law (the "**Escrow Agent**") with notice to Seller an earnest money deposit in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Earnest Money Deposit**"), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier's check issued by a bank whose

deposits are federally insured and that has an office for taking deposits in Orange County, Florida.

B. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder.

4. **PURCHASE PRICE.** A purchase price to be paid by Purchaser to Seller for the Property shall be One Million Four Hundred and Ten Thousand and 00/100 Dollars (\$1,410,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

A. Purchaser shall have forty-five (45) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's Intended Use. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.

B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Real Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's Intended Uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and

topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Purchaser. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, what Seller believes to the best of Seller's knowledge to be copies in Seller's possession, if any, of title insurance policies, title insurance commitments, surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

6. **SURVEY AND TITLE MATTERS.**

A. Within forty-five (45) days after the Effective Date, Purchaser shall, at Purchaser's expense, obtain a survey and a revised legal description of the Property ("**Survey**") in a form and substance acceptable to Purchaser and sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined). The revised legal description shall be used in the Warranty Deed and all other closing documents.

B. Within thirty (30) days after the Effective Date, Purchaser shall obtain, at Seller's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. Within five (5) business days after the receipt of each of the Title Commitment and Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".

D. Within five (5) business days after receipt of notice from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) business day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. CONDITIONS TO CLOSING.

A. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. The City Commission of Purchaser approving this Contract, which the Purchaser's staff shall place on the December 8, 2021 Commission agenda.

2. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

3. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not

obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. **CLOSING.**

A. **Closing Date.** Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. **Conveyance of Real Property.** At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed ("**Deed**") conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser's election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. **Prorating of Taxes and Assessments.** All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any reprorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

D. **Environmental Orders.** At least thirty (30) days prior to the Closing, Seller shall provide Purchaser with documentation to establish the rights, releases, and protections that have inured to Seller's benefit arising from or related to the clean-up or closure of any environmental contamination of the Property. At Closing, Seller shall assign such rights to Purchaser free and clear of all liens and encumbrances by executing and delivering to Purchaser an Assignment of Rights document in a form acceptable to Seller.

E. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost of documentary stamps to be affixed to the Deed and the cost of the owner's title insurance policy and related costs. Purchaser shall pay the cost of recording the Deed and the cost of the Survey. Each party shall pay its own attorneys' fees and costs.

9. **WARRANTIES AND REPRESENTATIONS OF SELLER.**

A. To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

1. Seller is the owner of the Property, and, at Closing the Property will free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

2. To Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.

3. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.

4. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

5. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

6. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

7. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite partnership or corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.

8. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

9. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.

10. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained in this Section 10 shall survive the Closing.

10. **WARRANTIES AND REPRESENTATIONS OF PURCHASER.**

A. To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

1. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

2. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

11. **DEFAULTS.**

A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to either (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit, or (ii) enforce specific performance of this Agreement against Seller; provided, however, that the right to maintain an action for damages against Seller in the amount of the actual

and documented out-of-pocket expenses incurred by Purchaser, but specifically excluding any consequential, punitive, or speculative damages.

B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. Notwithstanding subsections A. and B. above, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survives Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

12. **ASSIGNMENT**. The Purchaser may assign this Agreement at Closing; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

13. **POSSESSION OF PROPERTY**. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

14. **CONDEMNATION**. In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Seller to convey the portions of the Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and Seller shall retain all of the right, title and interest of Seller in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and

assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

15. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. This Section 16 survives the termination of this Agreement and the Closing.

16. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

Barry Render
2630 Via Tuscany
Winter Park, Florida 32789-1034
Telephone: _____
Email: profrender@gmail.com

To Purchaser at the following address:

City of Winter Park
Attn: Randy Knight, City Manager
401 S. Park Avenue
Winter Park, Florida 32789
Telephone: 407 599-3235
Email: Rknight@cityofwinterpark.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire

1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

Escrow Agent: Edward A. Kerben
Attorney at Law
725 N. Magnolia Avenue
Orlando, Florida 32803
Telephone: 407 425-1651
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

18. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

19. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons

or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

20. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

21. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

22. **TIME FOR ACCEPTANCE.** Seller shall execute and deliver this Agreement to Purchaser and Purchaser shall submit the same for approval to the Purchaser's City Commission. The Agreement shall remain a valid and binding offer provided the same is approved by the Purchaser's City Commission and then executed by the Mayor or other authorized representative of the Purchaser within forty-five (45) days from the date Seller delivers the same to Purchaser.

23. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the date Purchaser's City Commission approves this Agreement and the Agreement is thereafter signed by an authorized representative of the Purchaser.

24. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

25. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

26. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: "RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

27. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

28. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Paragraph 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Orange County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between the Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 28 survives termination of this Agreement and the Closing.

29. **1031 EXCHANGE.** The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg.

1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

30. **CONFIDENTIALITY.** Seller will maintain strict confidentiality of all aspects of this Contract. Except as may be required by law or as may be necessary to evaluate the impact of Seller's sale to Purchaser, or unless agreed in writing by Purchaser, Seller will not divulge any such information to other persons or entities including, without limitation, appraisers, real estate brokers, adjacent landowners or competitors of Purchaser. Notwithstanding the foregoing, Seller shall have the right to disclose information with respect to the Property to officers, directors, employees, attorneys, accountants, environmental auditors and other consultants (collectively, "**Related Parties**") to the extent necessary for Seller to evaluate its sale of the Property provided that all Related Parties are told that such information is confidential and agree (in writing for any third party engineers, environmental auditors, applicable municipal departments or other consultants) to keep such information confidential. The provisions of this Section shall survive termination of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

VET PROPERTY LC
a Florida limited liability company

By: _____
Barry Render
Manager

By: _____
Donna Render
Managing Member

Date: _____

PURCHASER:

CITY OF WINTER PARK
a Florida municipal corporation

By: _____
Randy B. Knight
Randy B. Knight
(Print Name)

Its: *City Manager*

Date: *11-16-21*

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the One Hundred Thousand and 00/100 Dollars (\$100,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

Edward A. Kerben, Attorney at Law

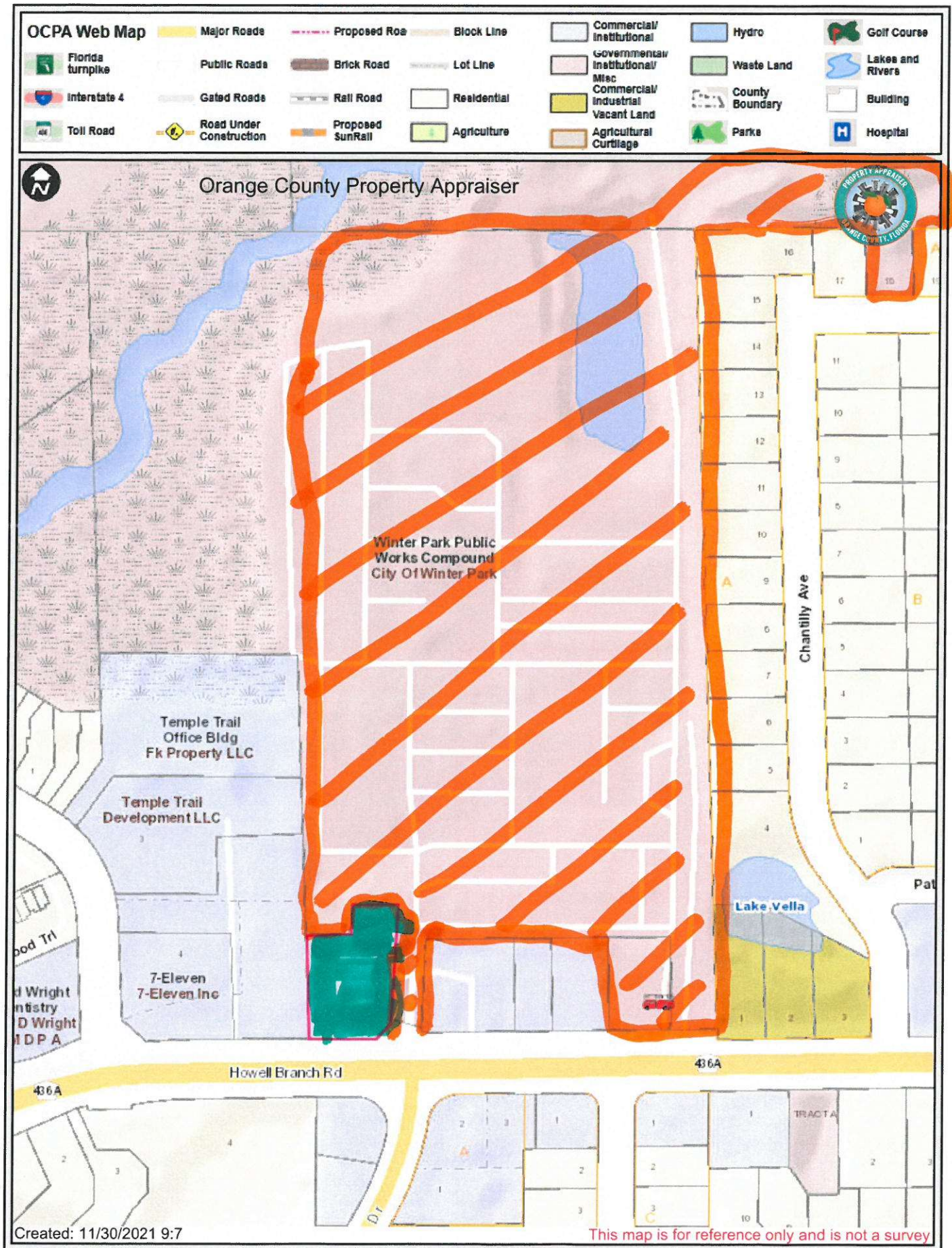
By: _____
Print Name: Edward A. Kerben

EXHIBIT "A"
(Legal Description of Property)

BEG S1/4 COR OF SEC 29-21-30 TH RUN W 12 FT N 210 FT E 71.51 FT N03-31-11E 48.29 FT S89-39-22E 74.07 FT S03-31-11W 83.25 FT CONT S03-31-11W 104.30 FT TO NLY R/W HOWELL BRANCH RD TH CONT SLY TO S LINE OF SECTION TH W TO POB & THAT PORTION OF VAC R/W DESC AS COMM AT THE SW COR OF THE SE1/4 OF SAID SEC TH RUN S89-39-22E 164.30 FT N03-31-11E 41.52 FT N89-44-47W 72.94 FT FOR POB TH CONT W 105.90 FT N01-24-46W 64.74 FT ELY 41.88 FT S 74-15-36E 95.53 FT S00-31-11W 4.63 FT S45-23-27W 35.44 TO POB (LESS RD R/W ON S)

Also known as Property Appraiser Parcel # 29-21-30-0000-00-031

S:\AKA\CLIENTS\WINTER PARK\WET PROPERTY LC, PURCHASE FROM W600-26105\CONTRACT\AGREEMENT FOR SALE AND PURCHASE - HOWELL BRANCH (MFA REDLINE).DOC



1401 Howell Branch



City Operations Compound



City Commission agenda item

item type Action Items Requiring Discussion	meeting date December 8, 2021
prepared by Randy Knight	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Settlement of 654 Selkirk Drive setback issue

motion / recommendation

Either approve the terms of the settlement offer or direct staff to reschedule the variance hearing before the Board of Adjustments.

background

The City Commission held a special meeting on November 23, 2021 and directed staff to attempt to negotiate a settlement to cure the setback issue at 654 Selkirk Drive. Staff met with the builder and his attorney on December 1st. The builder explained that there is no reasonable way within code to meet his contractual obligations to the client buyer if the encroachment into the setback is removed. He also stated that this property was acquired specific to this buyer and their plans and that he is not interested in owning the property as speculation property if he loses this buyer. He proposed a settlement in which he would abandon the project and the city would acquire the land.

The terms of the proposed settlement is as follows: The city would pay the builder \$891,232 in a global settlement to relieve the city of further potential liability to the builder and contract buyer. This would cover both the builder and buyer's costs to date, a prorated share of the builder fee, one year of rent for the parent's housing that was to be moved into the new home, interest carry, and the cost of the land. Staff has reviewed documentation supporting the numbers above and is in general agreement that the backup supports the amount.

The lot was purchased a year ago for \$340,100 and has an estimated market value of between \$350,000 and \$400,000.

The city, or whomever the city sells the property to, would be responsible to demolish the structure on the property.

If the terms above are acceptable, the City Attorney should be directed to put it in the form of a settlement agreement that relieves the city of any further liability and authorize the city manager to execute the agreement.

alternatives / other considerations

The project can be allowed to move forward through the variance process. If the variance is denied, the city would potentially find itself in litigation to determine if there are damages.

fiscal impact

The city's E&O carrier has been put on notice. The settlement would be filed as a claim but there are no guarantees it would be fully covered. However, the city does have a self insurance reserve pool that could be used if any or all of the claim is denied.



City Commission agenda item

item type Action Items Requiring Discussion	meeting date December 8, 2021
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

State Legislative Priorities

motion / recommendation

Approve the State Legislative Priorities

background

The City is engaged with Peebles, Smith and Matthews, Inc. to lobby on our behalf for state funding and legislative matters. City staff compiled a list of projects and issues for consideration in the up coming legislative session. With the assistance of Ryan Matthews and Angela Drzewiecki the list was broken into four categories and two appropriations were filed. The categories are as follows:

- Projects/Funding - this category includes items that may be eligible for funding in this cycle either through appropriations, grants or work directly with the responsible agencies. Two appropriations have been filed based on likelihood to be considered.
- Legislative Matters - These are policy issues the City is looking to weigh in on as the legislature forms or modifies laws.
- Funding Consideration in Future Years - These are projects that our lobbyist feel need further development before strong consideration would be given for appropriations or other funding opportunities.
- Consider under Federal Infrastructure Grants - Grant applications are still being formulated by the various departments in the Federal Government, but these are projects that will likely meet the criteria.

alternatives / other considerations

The City Commission may add or delete items as they wish.

fiscal impact

ATTACHMENTS:

[2022 State Legislative Priorities DRAFT.docx](#)

DRAFT

City of Winter Park 2022 State Legislative Priorities

Projects/Funding:

- Funding for sustainability issues: Solar, electric vehicles, trees, park space, bike trails
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave.
- Funding for municipal cyber security measures
- Rebuild (modernize) Fire Station 62 (funding for design) – **appropriation filed**
- Regional Stormwater improvement to Nicolette Pond Project – **appropriation filed**

Legislative Matters:

- Allow home rule authority on virtual public meetings and what constitutes a quorum for voting purposes
- Dedicated Funding Source for Commuter Rail
- Pension Reform
- Remove statutory requirements for public employers to provide subsidized health, hospitalization and other insurance coverage for retirees (FS 112.0801)
- Protection of home rule authority including control of local planning issues, revenues and expenditures
- Oppose Public Service Commission regulation of municipal owned electric utilities
- Oppose negative modifications to CRA regulations
- Oppose HB 621 (Fine) Utility General Fund Transfer

Funding Consideration in Future Years

- Acquisition of post office property for expansion of Central Park
- Mead Garden natural habitat restoration
- MLK Park Improvement (specifically the memorial/educational corner)
- Phase II: Improvements to Howell Branch Preserve
- Acquire excess CSX ROW from State including that within Central Park

Consider under Federal Infrastructure Grants

- Expansion of sewer infrastructure to eliminate septic tanks
- Expansion of reuse water system
- Broadband/Fiber Optics pilot project



City Commission agenda item

item type Action Items Requiring Discussion	meeting date December 8, 2021
prepared by Bronze Stephenson	approved by Bronze Stephenson, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Creation of a guidebook or standards that exemplify and create development standards for upholding the character, charm, scale of the Winter Park Vision Statement adopted by the community.

motion / recommendation

Staff suggests bringing forward four (4) design, architecture and planning firms that the City has continuing service contracts with, to explore whether these firms meet the expectations that the Commission has for this project.

background

For the last few months, the Commission has discussed the creation of a set of standards, visual preferences, guidebooks, design criteria or other means of creating an easily accessible, tangible and vividly visual way of expressing the character, charm scale, architecture, site design, community vision and other important pieces of the fabric that makes our community special.

Staff agrees that a firm which specializes in projects such as these is appropriate to partner with, as this process will be very publicly-oriented, design-based, imagery-centric and will require a firm with the skills and personnel to portray our vision, while staff will facilitate the process.

Staff would request the Commission to communicate the specifics of what their vision for the project is, what the final deliverable would consist of, and details such as timeline, opportunities for public involvement, involvement of other Boards or Committees, and any other direction for the City Manager to ensure is provided by the the staff guiding the process.

Once a more specific project/deliverable is defined, staff would request to bring forward two (2) firms who are under General Planning Services continuing services and two (2)

firms who have been recently recommended for Urban Design continuing services. Staff feels that these four (4) firms have the personnel and the professional experience to achieve the goals of the Commission, and will allow the process to start upon firm selection, rather than having to go back out through the bidding process, which will a number of months.

alternatives / other considerations

fiscal impact