



# City Commission Regular Meeting

## Agenda

**November 13, 2024 @ 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

### welcome

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### 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).

### please note

Times are projected and subject to change.

**1. Meeting Called to Order****2. Invocation - Pastor Ron Camblin, Aloma Church****3. Pledge of Allegiance****4. Approval of Agenda****5. Mayor's Report**

- a. Proclamation for Small Business Saturday 5 minutes

**6. City Manager's Report****7. City Attorney's Report****8. Non-Action Items**

- a. Report from Winter Park Library on Early Voting - Executive Director Melissa Schneider 5 minutes

**9. Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

**10. Consent Agenda**

- a. Approve the minutes of the regular meeting, October 17, 2024 1 minute
- b. Approve the minutes of the regular meeting, October 23, 2024. 1 minute
- c. Approve the minutes of the work session, October 24, 2024. 1 minute
- d. Approve the following formal solicitations: 1 minute
  - 1. Ovation Construction Company, Inc. - RFP22-24 - CMAR Services for the Parks Maintenance Facility & West Meadow Restroom/Public Facility; CMAR Fee: 5%
  - 2. Modern Plumbing Industries - IFB24-24 - Plumbing Services; Amount: \$200,000
  - 3. Mechanical Contractors, Inc. - IFB24-24 - Plumbing Services; Amount: \$200,000
- e. Approve the following piggyback contracts: 1 minute
  - 1. Presidio Networked Solutions, LLC - State of Florida Contract

- #43220000-NASPO-19-ACS - Data Communications Products and Services - Renewal; for services on an as-needed during the term of the agreement through September 30, 2026; Amount: \$100,000
2. TSI Disaster Recovery, LLC - Florida Department of Environmental Protection (FDEP) Contract #SL005 - DEP Waterway Debris; for services on an as-needed basis during the term of the agreement through August 1, 2026; Amount: \$1,000,000
3. Zabatt Engine Systems, Inc. - Sourcewell Contract #092222-CMM - Electrical Energy Power Generation Equipment; for services on an as-needed basis during the term of the agreement through November 22, 2026; Amount: 250,000
4. Global Rental Co. - Sourcewell Contract #040924-ALT - Rental Equipment & Used Equipment Sales; for vehicle purchases during the term of the agreement through June 11, 2028; Amount: \$215,000
5. Bureau Veritas North America, Inc. - City of New Smyrna Beach Contract #RFP 11-24-BLDG - Building Inspection and Plans Review Services; for services on an as-needed basis during the term of the agreement through July 7, 2027; Amount: \$225,000
6. Alan Jay Fleet Sales - Sourcewell Contract #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; for vehicle purchases during the term of the agreement through November 8, 2025; Amount: \$150,000
7. Deere & Company - State of Florida Contract #25101900-21-STC - Agriculture and Lawn Equipment; for vehicle purchases during the term of the agreement through December 31, 2026; Amount: \$100,000
8. R2 Unified Technologies, LLC - State of Florida Contract #AR3227 43220000-NASPO-19-ACS - Data Communications Products and Services - Renewal; for goods and services on an as-needed basis during the term of the agreement through September 30, 2026; Amount: \$200,000

f. Approve the following contracts:

1 minute

1. RFP28-22 - Abbott Communications Group, LLC - Printing and Mailing Services - Renewal; for services on an as-needed basis during the term of the agreement through October 30, 2025; Amount: \$165,000
2. RFQ20-23 - Ovation Construction Company, Inc. - Repair and Construction Services (< \$300k/project) - Renewal; for services on an as-needed basis during the term of the agreement through October 30, 2025; Amount: \$2,000,000
3. FY24-49 - Silver Fox Consulting & Inspections - Independent Contractor Agreement - Renewal; for construction project

management services during the term of the agreement through October 16, 2025; Amount: \$150,000

4. SS25-1 - Xylem Water Solutions U.S.A., Inc. - Flygt Products; for goods on an as-needed basis through September 30, 2025; Amount: \$500,000
5. SS25-10 - Gardner Denver, Inc. - Hoffman & Lanson Centrifugal Blowers; for goods on an as-needed basis through September 30, 2025; Amount: \$200,000
6. SS25-11 - Hydro-Dyne Engineering - Wastewater Treatment Screening Equipment; for goods on an as-needed basis through September 30, 2025; Amount: \$100,000
7. FY20-75 - Paymentus Corporation - Payment Management & Processing Services - Renewal; for services during the term of the agreement through November 7, 2027; Amount: \$1,500,000

- |                                                                                                                                   |          |
|-----------------------------------------------------------------------------------------------------------------------------------|----------|
| g. Approve the following purchase:                                                                                                | 1 minute |
| 1. Welch Tennis Courts, Inc. - Hydro-Court Conversion for tennis courts #9-12 at the Azalea Lane Tennis Center; Amount: \$492,180 |          |

## 11. Action Items Requiring Discussion

- |                                                                                    |            |
|------------------------------------------------------------------------------------|------------|
| a. Joint Planning Area agreement between the City of Winter Park and Orange County | 5 minutes  |
| b. Acquisition of 929-957 W. Fairbanks Avenue                                      | 15 Minutes |

## 12. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Request of Benjamin Partners, LTD for:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 5 minutes |
| <ul style="list-style-type: none"> <li>• Ordinance 3323-24 amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (2nd Reading)</li> <li>• Ordinance 3324-24 amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) District Zoning to Orange County Planned Development (OC PD) District Zoning on the</li> </ul> |           |



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property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (2nd Reading)

**13. Public Hearings: Non Quasi-Judicial Matters**

(Public participation and comment on these matters may be virtual or in-person.)

- |                                                                                                    |          |
|----------------------------------------------------------------------------------------------------|----------|
| a. Ordinance 3325-24 - authorizing the sale of the East 20 feet of 1530 Drum Street. (2nd Reading) | 1 minute |
| b. Ordinance 3326-24 - amending adopted FY 24 Budget (2nd Reading)                                 | 1 minute |

**14. City Commission Reports****15. Summary of Meeting Actions****16. Adjournment**

**item type**

Mayor's Report

**meeting date**

November 13, 2024

**prepared by**

Craig O'Neil, Assistant Director of Communications

**approved by**

Randy Knight, City Manager

**subject**

Proclamation for Small Business Saturday

**motion | recommendation****background**

Small Business Saturday is a day dedicated to supporting small businesses and communities across the country and is part of the larger Shop Small Movement. Founded by American Express in 2010, this day is celebrated each year on the Saturday after Thanksgiving in the U.S. Since it started in 2010, consumers have reported spending an estimated \$200 billion at small businesses across all 14 Small Business Saturdays combined.

**alternatives | other considerations****fiscal impact**

N/A

**attachments**

None



## City Commission

# agenda item 8.a

**item type**

Non-Action Items

**meeting date**

November 13, 2024

**prepared by**

Rene Cranis, City Clerk

**approved by****subject**

Report from Winter Park Library on Early Voting - Executive Director Melissa Schneider

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

None



## City Commission

# agenda item 10.a

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the regular meeting, October 17, 2024

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

1. Minutes 10-17-24 DRAFT



# City Commission Regular Meeting Minutes

**October 17, 2024 at 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Dan Langley and City Clerk Rene Cranis.

### **1. Meeting Called to Order**

Mayor DeCiccio called the meeting to order at 3:30 p.m.

### **2. Invocation - Pastor Doug Hankins, First Baptist Winter Park**

### **3. Pledge of Allegiance**

### **4. Approval of Agenda**

**Motion made by Commissioner Cruzada to approve the agenda, seconded by Commissioner Sullivan. Motion carried unanimously by a 5-0 vote.**

### **5. Mayor's Report**

Mayor DeCiccio commended city staff for their work before, during and after Hurricane Milton. Staff Appreciation Day will be Wednesday, November 6th.

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

Mr. Knight gave a summary of the impact of Hurricane Milton, which was significantly reduced by improvements made since Hurricane Ian, and reported on the minimal power outages due to the city's commitment to undergrounding. He and members of the Commission thanked staff for their hard work.

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

### **8. Non-Action Items**

### **9. Public Comments (Heard after City Commission Reports)**

Gigi Papa, 1440 Hibiscus Avenue, spoke about the need for unity and complimented the Police Department on National Night Out.

### **10. Consent Agenda**

- a. Approve the minutes of the regular meeting, September 25, 2024.
- b. Approve the following piggyback contracts:

1. Core & Main LP - City of Boynton Beach Contract #WH22-048 - Pipe Fittings and Accessories; for goods on an as-needed basis during the term of the agreement through October 4, 2025; Amount: \$2,000,000
  2. SSD International, Inc. - State of Florida Contract #46000000-21-STC - Defense Products - Renewal; for services during the term of the agreement through September 30, 2027; Amount: \$50,000
  3. Lawmen's & Shooters' Supply, Inc. - State of Florida Contract #46000000-21-STC - Defense Products - Renewal; for services during the term of the agreement through September 30, 2027; Amount: \$50,000
  4. Hydra Services, Inc. - City of Palm Coast Contract #ITB-UT-24-41 - Supply, Maintenance, and Repair Services for Sulzer/ABS Submersible Pumps and Related Equipment; for services on an as-needed basis during the term of the agreement through May 21, 2027; Amount: \$450,000
- c. Approve the following contracts:
1. RFP22-23 - High Performance Sports Management, Inc. - Tennis Programming & Instructional Services - Renewal; for services during the term of the agreement through October 10, 2025; Amount: \$400,000
  2. FY25-2 - New York Life - Life, AD&D and Disability Insurance - Renewal; for services during the term of the agreement through October 1, 2025; Amount: \$1,250,000
  3. FY25-3 - MetLife - Group PPO Dental Benefits - Renewal; for services during the term of the agreement through October 1, 2025; Amount: \$450,000
  4. IFB23-22 - Allcrete, Inc. - Continuing Concrete Services - Renewal; for services on an as-needed basis during the term of the agreement through October 6, 2025; Amount: \$545,000
  5. RFP13-20 - Credit Bureau Systems, Inc. - EMS Billing Services - Renewal; for services during the term of the agreement through October 19, 2025; Amount: \$125,000
  6. RFP15-19 - HDD of Florida - Underground Conduit/Pipe Installation Services; for services provided during the term of the agreement through October 1, 2024; Amount: \$200,000
  7. FY19-10 - Advanced Compatible Solutions, Inc. - Fire Alarm System & Monitoring - Renewal; for services during the term of the agreement through October 1, 2025; Amount: \$125,000

**Motion made by Commissioner Russell to approve the Consent Agenda, seconded by Commissioner Weaver. Motion carried unanimously by a 5-0 vote.**

## **11. Action Items Requiring Discussion**

- a. Approval of CRA Interlocal Agreements: Tri-Party Agreement with Winter Park, Orlando, and Orange County and Delegation of Authority Extension between Winter Park and Orange County

There were no public comments. **Motion made by Commissioner Sullivan to approve the agreements as presented, seconded by Commissioner Cruzada. Motion carried unanimously by a 5-0 vote.**

## **12. Public Hearings: Quasi-Judicial Matters**

## **13. Public Hearings: Non Quasi-Judicial Matters**

- a. ORDINANCE 3315-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-72 OFFICE (O-1) DISTRICT TO REVISE THE CRITERIA FOR CONDITIONAL USES FOR RESTAURANTS, CAFES, COFFEE SHOPS AND OTHER FOOD ESTABLISHMENTS, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. There were no public comments.

**Motion made by Commissioner Sullivan to adopt Ordinance 3315-24, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

- b. ORDINANCE 3316-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-86 "OFF-STREET PARKING AND LOADING REGULATIONS" SO AS TO MODIFY THE MULTI-FAMILY RESIDENTIAL, RETAIL, OFFICE AND RESTAURANT PARKING REGULATIONS WITHIN THE CITY PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. Commissioner Weaver expressed concern about moving forward without a detailed parking study and suggested tabling the ordinance and scheduling a work session to address parking in specific areas of the city.

**Motion made by Commissioner Weaver to table, seconded by Commissioner Sullivan. Motion failed by a 2-3 vote. Commissioners Russell and Cruzada, and Mayor DeCiccio voted no.**

There were no public comments. **Motion made by Commissioner Russell to adopt Ordinance 3316-24, seconded by Commissioner Cruzada.**

Commissioner Sullivan said while he agrees with the changes, he feels this should not be rushed. Commissioner Weaver would like to provide an incentive in exchange for on-site stormwater storage and solar covered parking lots.

**Upon a roll call vote, Commissioners Russell and Cruzada and Mayor DeCiccio voted yes and Commissioners Sullivan and Weaver voted no. Motion carried by a 3-2 vote.**

- c. Ordinances necessary to implement the City of Winter Park Comprehensive Plan, Goals, Objectives and Policies Document, dated February 14, 2024.

- ORDINANCE 3317-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND ARTICLE VI, "SUBDIVISION AND LOT CONSOLIDATION REGULATIONS" SO AS TO ADOPT NEW REGULATIONS AND DEVELOPMENT STANDARDS, NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED FEBRUARY 14, 2024; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)
- ORDINANCE 3318-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 102 "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK SO AS TO ESTABLISH ANNEXATION REQUIREMENTS FOR THE PROVISION OF CITY SANITARY SEWER SERVICE AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED FEBRUARY 14, 2024; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)
- ORDINANCE 3319-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VIII, "AFFORDABLE AND WORKFORCE HOUSING" OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK SO AS TO AMEND PROVISIONS REGARDING THE HOUSING LINKAGE FEE AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED FEBRUARY 14, 2024; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)

A simultaneous public hearing was held. Attorney Langley read the ordinances by title.

**Motion made by Commissioner Weaver to adopt Ordinances 3318-24 and 3319-24, seconded by Mayor DeCiccio.**

At the request of Commissioner Weaver, Director of Planning and Zoning Alison McGillis reviewed the changes to the code.

**Commissioner Weaver revised his motion to include adoption of Ordinance 3317-24.** There were no public comments.

**Upon a roll call vote on the motion to adopt Ordinance 3317-24, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

**Upon a roll call vote on the motion to adopt Ordinance 3318-24, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

**Upon a roll call vote on the motion to adopt Ordinance 3319-24, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**



- d. ORDINANCE 3320-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE V, DIVISIONS 6 AND 8 OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING TREE PRESERVATION AND PROTECTION AND LANDSCAPE REGULATIONS; PROVIDING URBAN FORESTRY, TREE, AND LANDSCAPE REGULATIONS, REQUIREMENTS, PERMIT AND MITIGATION PROCEDURES, AND SETTING FORTH RELATED FEES AND PENALTIES; CLARIFYING AND AMENDING THE AUTHORITY OF THE URBAN FORESTRY DIVISION AND OTHER CITY DEPARTMENTS; PROVIDING SUPPLEMENTAL COMPLIANCE METHODS ENSURING OBSERVANCE OF TREE AND LANDSCAPE REGULATION, REPLACEMENT, MITIGATION, MAINTENANCE, AND BEST PRUNING AND PLANTING PRACTICES; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. Park Services Manager Josh Nye noted the effective date was changed to add that this ordinance applies to all pending applications and appeals.

In response to comments by Mayor DeCiccio regarding references to the Tree Preservation Board, Assistant City Manager Michelle del Valle explained a separate ordinance will be presented that disbands the Tree Preservation Board and transfers enforcement responsibilities to the Code Compliance Board and permit denial appeals to the City Commission.

There were no public comments. **Motion made by Commissioner Cruzada to adopt Ordinance 3320-24, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

- e. ORDINANCE 3321-24 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK CHAPTER 62 OFFENSES INVOLVING PUBLIC PEACE AND ORDER, BY CREATING SECTION 62-80 TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND SETTING AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. There were no public comments.

**Motion made by Commissioner Weaver to adopt Ordinance 3321-24, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

- f. ORDINANCE 3322-24 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK BY ADDING NEW SECTIONS TO CHAPTER 62, OFFENSES INVOLVING PUBLIC PEACE AND ORDER, TO PROVIDE FOR ADDITIONAL STANDARDS IN PUBLIC PARKS; PROVIDING FOR

CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. There were no public comments.

**Motion made by Commissioner Weaver to adopt Ordinance 3322-24, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 5-0 vote.**

#### **14. City Commission Reports**

Commissioner Russell –

- Asked for support to provide assistance for improvements relating to a community garden at The Meadows. Staff reported on current efforts to support this effort and discussion followed on how to ensure the success of community gardens at The Meadows and The Plymouth apartments.
- The Winter Park High School homecoming game is tomorrow.

Commissioner Weaver

- Encouraged attendance at the Florida Solar 101 Class on October 22nd at 6 p.m.

#### **15. Summary of Meeting Actions**

- Approved the Consent Agenda.
- Approved CRA agreements to expand/extend the CRA.
- Adopted ordinance revising criteria for conditional uses for restaurants.
- Adopted ordinance revising parking regulations.
- Adopted ordinances amending the Land Development Code to comply with the Comprehensive Plan goals and policies.
- Adopted ordinance amending tree preservation and landscaping regulations.
- Adopted ordinances relating to trespass warnings on public property and providing additional standards for public parks.

#### **16. Adjournment**

The meeting adjourned at 4:38 p.m.

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Mayor Sheila DeCiccio

ATTEST:

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City Clerk Rene Cranis

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the regular meeting, October 23, 2024.

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

1. Minutes 10-24-24 DRAFT



# City Commission Regular Meeting Minutes

**October 23, 2024 at 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

## **Absent**

Commissioner Craig Russell

### **1. Meeting Called to Order**

Mayor DeCiccio called the meeting to order at 3:30 p.m.

### **2. Invocation - Father Stuart Shelby, All Saints Episcopal Church**

### **3. Pledge of Allegiance**

### **4. Approval of Agenda**

**Motion made by Commissioner Sullivan to approve the agenda, seconded by Commissioner Cruzada. Motion unanimously with a 4-0 vote. Commissioner Russell was absent.**

### **5. Mayor's Report**

Mayor DeCiccio reported the following:

- The City of Orlando signed the agreement for the extension/expansion of the CRA and will be on the Orange County Commission agenda next week.
- A grant was received for two new police officers.
- Received positive press commending City Manager Randy Knight for his work on the purchase of the electric utility, thanking the staff for paving of Glenridge Way and their support of the 50 Plus Resource Expo at the Community Center.
- Early voting has begun at the Library.
- The city signed a lease for parking at the corner of New England and Knowles for November and December.

- a. Proclamation for Orange County Week of the Family

Mayor DeCiccio read and presented the proclamation to Orange County Week of the Family Secretary Susanne Zeinfeld who spoke about the importance of families and thanked the city for the Proclamation.

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

### **a. Arts & Culture Alliance update & the upcoming 2025 Arts Weekend**

Director of Communications Clarissa Howard gave a presentation on the Arts and Culture Alliance efforts and events and recognized Alliance members and staff members. Senior Advisor of Arts and Culture Anda Lucia Ariel spoke about Alliance programs and events for the 2025 Arts Weekend from February 20-23, 2025.

Mr. Knight reported on the following:

- Debris clean-up, with completion of the first pass by tomorrow.
- Rules for solicitation and campaign signs at polling places. Staff are addressing complaints about signs at the Library which is an early voting site.
- Work session tomorrow on basin studies.

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

## **8. Non-Action Items**

## **9. Public Comments | Heard after Commission Comments**

Gigi Papa, 1440 Hibiscus Avenue, spoke about negative articles about candidates.

Debbie Glaser, 1219 Arlington Place, provided the history the Winter Park Benefit Shop and opposed the loss of the Benefit Shop. She asked that the city honor its 1972 lease and provide an alternate location.

Lee Glaser, 1219 Arlington Place, emphasized points made by Mrs. Glaser and said he feels the city erred in its execution of the 2015 lease.

Mayor DeCiccio asked Mr. Ardaman to research the lease agreements.

## **10. Consent Agenda**

### **a. Approve the following piggyback contracts:**

1. Chuck Robinson Concrete & Bobcat, Inc. - Seminole County Contract #RFP-604273-22/LNF - Aquatic Maintenance Services and Dredging; for services during the term of the agreement through May 30, 2025; Amount: \$300,000
2. Stuart C. Irby Co. - OUC Contract #4670 OQ - Padmount Switchgears; for goods during the term of the agreement through December 31, 2024; Amount: \$1,100,000
3. Gresco Utility Supply Inc. - City of Ocala Contract #ELE/190961 - Transformer Supply and Delivery Services; for goods on an as-needed basis during the term of the agreement through March 2, 2025; Amount: \$180,000
4. Environmental Products Group, Inc. - Sourcewell Contract #120721-EVS - Sewer inspection and Maintenance Equipment; for goods & services on an as-needed basis during the term of the agreement through January 17, 2026; Amount: \$350,000

5. CDW Government - NJPA Contract #100614 - Cisco ELA Coverage - Renewal; for services during the term of the agreement through October 13, 2029; Amount: \$455,000 (Correction of scrivener's error: contract is Sourcewell Contract #081419-CDW)
- b. Approve the following contracts:
  1. RFQ7-23 - Pond & Company, Inc. - Geotechnical & Environmental Consulting Services; Task Order for Mead Gardens Boardwalk Project; Amount: \$40,167
  2. FY25-12 - Cigna Health and Life Insurance Co. - Medical Insurance Stop Loss & Administration; for services during the term of the agreement through October 1, 2025; Amount: \$1,420,000
- c. Approve of the following purchase:
  1. Symbiont Service Corporation - GeoThermal Pool Heater at the Community Center; Amount: \$160,876
- d. FY25 Budget Amendment - COPS Grant

There were no public comments. **Motion made by Commissioner Weaver to approve the Consent Agenda, seconded by Commissioner Cruzada. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

## **11. Action Items Requiring Discussion**

- a. City Manager's Annual Evaluation

There were no public comments. **Motion made by Mayor DeCiccio to approve a 3.5% pay increase, seconded by Commissioner Weaver. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

## **12. Public Hearings: Quasi-Judicial Matters**

- a. Request of Benjamin Partners, LTD for:
  - An Ordinance amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (1st Reading)
  - An Ordinance amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) District Zoning to Orange County Planned Development (OC PD) District Zoning on the property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (1st Reading)

Attorney Ardaman read the ordinances by title. A simultaneous public hearing was held. Director of Planning and Zoning Alison McGillis presented this request to amend the future land use and rezoning and outlined the additional entitlements for maximum residential density and number of units. There were no public comments.

**Motion made by Mayor DeCiccio to approve the land use ordinance, seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

**Motion made by Mayor DeCiccio to approve the zoning ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

### **13. Public Hearings: Non Quasi-Judicial Matters**

- a. RESOLUTION 2291-24 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1500 SUNSET DRIVE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Ardaman read the resolution by title. City Planning Consultant Jeff Briggs presented the request and renovation plans.

**Motion made by Commissioner Weaver to approve the resolution, seconded by Mayor DeCiccio.**

Commissioner Sullivan said he feels this is being requested to gain different setbacks that are allowed with historical designation. Mr. Briggs spoke about the city's recognition of mid-Century modern architecture and said the Historic Preservation Board sees this as a way to preserve the size and character of homes in the neighborhood. There were no public comments.

**Upon a roll call vote, Commissioners Cruzada and Weaver and Mayor DeCiccio voted yes. Commissioner Sullivan voted no. Motion carried by a 3-1 vote. Commissioner Russell was absent.**

- b. Ordinance authorizing the sale of the East 20 feet of 1530 Drum Street. (1st Reading)

Attorney Ardaman read the ordinance by title. Mr. Briggs presented the request to sell a portion of Drum Street to the adjacent property owner. He showed the plans to landscape the area and the remaining 75 feet of the city-owned lot, which will be maintained by the property owner. There were no public comments.

**Motion made by Commissioner Sullivan to approve the ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

- c. RESOLUTION 2292-24 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUADGE DEVELOPMENT AS ORIGINALLY ADOPTED ON NOVEMBER 10, 2014, PROVIDING FOR, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Director of Planning and Zoning Alison McGillis presented this request which would allow additional residential units with designated units for affordable housing in compliance with the Live Local Act. The Development Review Committee recommended approval with a 50/50 split of affordable housing units resulting in 56 units at or below 120% AMI and 57 units at market rate, entitlements of three units and 9,937 square feet of commercial, and allowing DRC approval of conversion of entitlements from hotel rooms to residential units. There were no public comments.

**Motion made by Commissioner Cruzada to approve the resolution, seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

d. Ordinance amending adopted FY 24 Budget

Attorney Ardaman read the ordinance by title. There were no public comments.

**Motion made by Commissioner Sullivan to approve the ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously with a 4-0 vote. Commissioner Russell was absent.**

#### **14. Appeal of Denial of Tree Removal Permit**

a. 1780 Mizell Ave.

Urban Forestry Superintendent Jorden Hinrichsen gave a presentation on the history of this application for removal of two trees at the rear of this property and the basis for staff's denial of the permit. Staff requested the commission uphold the denial of the tree removal permit.

Bryant Mondor, attorney representing the applicant, 390 N. Orange Avenue, clarified they are appealing the denial of the permit to remove only the on the right facing the rear property line. Ms. Edwards, registered consulting arborist, 805 Grandview Avenue, Altamonte Springs, explained her observations on the health of the trees.

**Motion made by Commissioner Weaver to uphold the denial, seconded by Commissioner Sullivan. Motion carried unanimously by a 4-0 vote. Commissioner Russell was absent.**

#### **15. City Commission Reports**

Commissioner Sullivan –

- Suggested looking at the timing of elections and revising the qualifying period and discuss at a future work session.

Commissioner Cruzada suggested changing the election code to allow digital signatures on reports and documents. Mayor DeCiccio suggested the commission submit proposed changes to staff to discuss in a work session to implement changes after the March 2025 election.



Commissioner Weaver –

- Commended city staff on their efforts on the CRA expansion/extension.

Mayor DeCiccio –

- Addressed commission representation on the Florida League of Cities committees and Tri-County League of Cities. Commissioner Cruzada volunteered to be the voting delegate to Tri County League on December 5th and 6th. Staff will ask Commissioner Russell to be the city's representative on the FLC.

## **16. Summary of Meeting Actions**

- Received report from Mayor DeCiccio on positive feedback on city staff and efforts..
- Presented proclamation for Week of the Family.
- Received presentation on Arts and Culture Alliance.
- Received an update on debris clean up.
- Work Session on basis studies is tomorrow.
- Approved the Consent Agenda.
- Approved City Manager's 3.5% pay increase.
- Approved ordinances amending future land use and rezoning for 1251 Lewis Drive.
- Approved resolution designating 1500 Sunset Drive to the Winter Park Register of Historic Places.
- Approved ordinance on first reading authorizing the sale of a portion of 1530 Drum Street
- Approved resolution amending the Fourth Amendment to the Ravaudage Development Order.
- Approved ordinance on first reading amending FY 24 budget.
- Upheld denial of tree removal permit.
- Staff to follow-up on benefit shop lease.
- Schedule a work session on modernization of the election code for implementation after the 2025 election.
- Commissioner Cruzada assumed representation on the Tri-County League of Cities. Staff to request Commissioner Russell to represent the city on the Florida League of Cities.

## **17. Adjournment**

The meeting adjourned at 5:39 p.m.

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Mayor Sheila DeCiccio

ATTEST:

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City Clerk Rene Cranis



## City Commission

# agenda item 10.c

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the work session, October 24, 2024.

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

1. Minutes - WS -10-24-24 DRAFT



# City Commission Work Session Minutes

**October 24, 2024 at 1:00 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Kris Cruzada and Todd Weaver, City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

## Absent

Commissioner Craig Russell

### 1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 1:00 p.m.

### 2. Discussion Item (s)

#### a. Preliminary Stormwater Basin Studies Overview

Director of Public Works and Transportation Charles Ramdatt provided the background leading to three studies, conducted by Geosyntec (Western Basin), Singhofen-Halff (Central Basin), and Baxter and Woodman (Eastern Basin). Assistant Director of Public Works and Transportation Don Marcotte showed flood prone areas and a flood plain map and reviewed the models and components and areas covered by each basin. He reviewed existing conditions and outlined proposed improvements for each basin, some of which will be multi-jurisdictional projects. Below are the projects identified for each basin study.

- Western Basin:- Lake Mendsen: Connection to Lake Rose, pump station and lake expansion; Canton Avenue: improved conveyance; Lake Bell: Reduced inflows from FDOT, connection to Park Lake; Lake Killarney: improved conveyance to Lake Gem. Within these projects, the most desirable are the interconnection from Lake Bell to Park Lake and the operable gate for Lake Killarney at Lee Road.
- Central Basin (primarily entire chain of lakes) - outfall changes/improvements to Lakes Knowles, Sylvan, Chelton, and Grace; emergency pumping alternatives, temporary pumping.
- Eastern Basin (flows to Little Econ River) - Golfside Drive culvert replacement, Lake Corrine outfall canal regrading. Study continues on the Interlachen and Tanglewood Glen Haven Cemetery, Arbor Park) drainage areas

Mr. Ramdatt reviewed the projects continued from FY 24, FY 25 projects, study-generated projects and next steps. Staff will be pursuing grant opportunities and will be working with other agencies on potential joint projects.

The following topics were discussed:

- Improvements to reduce flooding on the west side (Denning, Morse) and proposed projects that would help to mitigate flooding and costs. Mayor DeCiccio supported moving forward with projects in the western basin.
- Projects that would provide short-term solutions/improvements.
- Specific projects, (Lake Mendsen (pumping) Lake Knowles, combined Lake Bell and Lake Killarney improvements, Golfside Drive .
- Availability of stormwater fees and funding availability for projects, benefit of these studies and the Vulnerability Study for grant funding.
- Run-off/drainage from Winter Park High School.
- WP 19 Golf Course 8th hole (floodgates)
- Flow into the Little Econ River and Howell Branch.
- Update of model (to be done in-house with comprehensive updates by consultants.
- Potential bond issuance. (requires voter referendum), timing and terms. Could reduce the total bond amount by removing CRA projects and costs shared on multi-jurisdictional projects.
- Impact of flooding to neighborhoods on the chain of lakes. (part of discussions with area agencies including St. Johns River Water Management District)
- Policy on on-site exfiltration and incentivizing developers to provide additional stormwater storage.

### **3. Adjournment**

The work session adjourned at 2:44 p.m.

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Mayor Sheila DeCiccio

ATTEST:

---

City Clerk Rene Cranis



## City Commission

# agenda item 10.d

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by****subject**

Approve the following formal solicitations:

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

None

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by**

Rebecca Watt, Procurement Agent

**approved by**

Michelle del Valle, Assistant City Manager

**subject**

1. Ovation Construction Company, Inc. - RFP22-24 - CMAR Services for the Parks Maintenance Facility & West Meadow Restroom/Public Facility; CMAR Fee: 5%
2. Modern Plumbing Industries - IFB24-24 - Plumbing Services; Amount: \$200,000
3. Mechanical Contractors, Inc. - IFB24-24 - Plumbing Services; Amount: \$200,000

**motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

**background**

1. A formal solicitation was issued on August 30, 2024, with responses due on October 8, 2024. We received one (1) submittal. With City Management's authorization, staff reviewed and interviewed the firm and are recommending an award and authorize Procurement to enter into negotiations.
- 2-3. A formal solicitation was issued on August 30, 2024, with bids due on October 3, 2024. We received six (6) submittals. Staff recommends awarding the two (2) selected vendors as it is the best value and most advantageous to the City.

**alternatives | other considerations**

N/A

**fiscal impact**

Total expenditures included in the following approved budgets:

1. CRA Fund, Capital Projects Fund
2. General Fund
3. General Fund

## attachments

None



## City Commission

# agenda item 10.e

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by****subject**

Approve the following piggyback contracts:

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

None



**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by**

Rebecca Watt, Procurement Agent

**approved by**

Michelle del Valle, Assistant City Manager

**subject**

1. Presidio Networked Solutions, LLC - State of Florida Contract #43220000-NASPO-19-ACS - Data Communications Products and Services - Renewal; for services on an as-needed during the term of the agreement through September 30, 2026; Amount: \$100,000
2. TSI Disaster Recovery, LLC - Florida Department of Environmental Protection (FDEP) Contract #SL005 - DEP Waterway Debris; for services on an as-needed basis during the term of the agreement through August 1, 2026; Amount: \$1,000,000
3. Zabatt Engine Systems, Inc. - Sourcewell Contract #092222-CMM - Electrical Energy Power Generation Equipment; for services on an as-needed basis during the term of the agreement through November 22, 2026; Amount: 250,000
4. Global Rental Co. - Sourcewell Contract #040924-ALT - Rental Equipment & Used Equipment Sales; for vehicle purchases during the term of the agreement through June 11, 2028; Amount: \$215,000
5. Bureau Veritas North America, Inc. - City of New Smyrna Beach Contract #RFP 11-24-BLDG - Building Inspection and Plans Review Services; for services on an as-needed basis during the term of the agreement through July 7, 2027; Amount: \$225,000
6. Alan Jay Fleet Sales - Sourcewell Contract #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; for vehicle purchases during the term of the agreement through November 8, 2025; Amount: \$150,000
7. Deere & Company - State of Florida Contract #25101900-21-STC - Agriculture and Lawn Equipment; for vehicle purchases during the term of the agreement through December 31, 2026; Amount: \$100,000
8. R2 Unified Technologies, LLC - State of Florida Contract #AR3227 43220000-NASPO-19-ACS - Data Communications Products and Services - Renewal; for goods and services on an as-needed basis during the term of the agreement through September 30, 2026; Amount: \$200,000

**motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

## background

1. The Originating Agency (State of Florida) issued a formal solicitation to award this contract in FY19.
2. The Originating Agency (FDEP) issued a formal solicitation to award this contract in FY20.
3. The Cooperative Purchasing Agency (Sourcewell) issued a formal solicitation to award this contract in FY22.
4. The Cooperative Purchasing Agency (Sourcewell) issued a formal solicitation to award this contract in FY24.
5. The Originating Agency (City of New Smyrna Beach) issued a formal solicitation to award this contract in FY24.
6. The Cooperative Purchasing Agency (Sourcewell) issued a formal solicitation to award this contract in FY21.
7. The Originating Agency (State of Florida) issued a formal solicitation to award this contract in FY21.
8. The Originating Agency (State of Florida) issued a formal solicitation to award this contract in FY19.

## alternatives | other considerations

N/A

## fiscal impact

Total expenditures included in the following approved budgets:

1. Capital Projects Fund
2. Designation Trust Funds
3. Water & Wastewater Fund
4. Vehicle Replacement Fund
5. General Fund
6. Vehicle Replacement Fund
7. Vehicle Replacement Fund
8. General Fund

## attachments

None



## City Commission

# agenda item 10.f

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by****approved by****subject**

Approve the following contracts:

**motion | recommendation****background****alternatives | other considerations****fiscal impact****attachments**

None

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by**

Rebecca Watt, Procurement Agent

**approved by**

Michelle del Valle, Assistant City Manager

**subject**

1. RFP28-22 - Abbott Communications Group, LLC - Printing and Mailing Services - Renewal; for services on an as-needed basis during the term of the agreement through October 30, 2025; Amount: \$165,000
2. RFQ20-23 - Ovation Construction Company, Inc. - Repair and Construction Services (< \$300k/project) - Renewal; for services on an as-needed basis during the term of the agreement through October 30, 2025; Amount: \$2,000,000
3. FY24-49 - Silver Fox Consulting & Inspections - Independent Contractor Agreement - Renewal; for construction project management services during the term of the agreement through October 16, 2025; Amount: \$150,000
4. SS25-1 - Xylem Water Solutions U.S.A., Inc. - Flygt Products; for goods on an as-needed basis through September 30, 2025; Amount: \$500,000
5. SS25-10 - Gardner Denver, Inc. - Hoffman & Lanson Centrifugal Blowers; for goods on an as-needed basis through September 30, 2025; Amount: \$200,000
6. SS25-11 - Hydro-Dyne Engineering - Wastewater Treatment Screening Equipment; for goods on an as-needed basis through September 30, 2025; Amount: \$100,000
7. FY20-75 - Paymentus Corporation - Payment Management & Processing Services - Renewal; for services during the term of the agreement through November 7, 2027; Amount: \$1,500,000

**motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

**background**

1. A formal solicitation was issued in FY22 and has been renewed in accordance with the original executed agreement.
2. A formal solicitation was issued in FY23 and has been renewed in accordance with the original executed agreement.

3. A formal agreement was executed in FY24 and staff is recommending renewal for these services for an additional year.
4. A formal notice was issued on October 2, 2024, stating this product is identified as a single source pursuant to Florida Statute 287.057.
5. A formal notice was issued on October 4, 2024, stating this product is identified as a single source pursuant to Florida Statute 287.057.
6. A formal notice was issued on October 2, 2024, stating this product is identified as a single source pursuant to Florida Statute 287.057.
7. A formal agreement was executed in FY19 and has been renewed in accordance with the original agreement.

### **alternatives | other considerations**

N/A

### **fiscal impact**

Total expenditures included in the following approved budgets:

1. General Fund
2. General Fund, Capital Projects Fund
3. General Fund
4. Water & Wastewater Fund
5. Water & Wastewater Fund
6. Water & Wastewater Fund
7. General Fund, Electric Utility Fund, Water & Wastewater Fund

### **attachments**

None

**item type**

Consent Agenda

**meeting date**

November 13, 2024

**prepared by**

Rebecca Watt, Procurement Agent

**approved by**

Michelle del Valle, Assistant City Manager

**subject**

Approve the following purchase:

1. Welch Tennis Courts, Inc. - Hydro-Court Conversion for tennis courts #9-12 at the Azalea Lane Tennis Center; Amount: \$492,180

**motion | recommendation**

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

**background**

1. A formal solicitation was issued on June 21, 2024, with responses due on August 6, 2024, and no responses were received. Staff is recommending to waive the procurement policy and proceed with the selected vendor.

**alternatives | other considerations**

N/A

**fiscal impact**

Total expenditures included in the following approved budgets:

1. Capital Projects Fund

**attachments**

None

**item type**

Action Items Requiring Discussion

**meeting date**

November 13, 2024

**prepared by**

Allison McGillis, Director of Planning and Zoning

**approved by**

Randy Knight, City Manager

**subject**

Joint Planning Area agreement between the City of Winter Park and Orange County

**motion | recommendation**

Staff recommendation is for approval.

**background**

The City and the County wish to identify and establish the boundaries of a Joint Planning Agreement (JPA), and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure. Also, the City and the County wish to identify lands that are logical candidates for future annexations, and the City has determined that the unincorporated lands included in the JPA, as depicted and described in Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E" and Exhibit "F" represent logical candidates for annexation. These areas reflect portions of unincorporated Orange County that the City anticipates annexing during the term and any potential extensions of this Agreement. Following the City's approval of this JPA, the County's approval will also be required.

**alternatives | other considerations****fiscal impact****attachments**

1. Joint Planning Agreement between the City of Winter Park and Orange County
2. Exhibit A Stonehurst JPA Map
3. Exhibit B Lawndale JPA Map
4. Exhibit C Kentucky&Ogelsby JPA Map
5. Exhibit D Killarney JPA Map

6. Exhibit E Baffie JPA Map
7. Exhibit F SR 436 Property JPA Map



**JOINT PLANNING AREA AGREEMENT**  
**between the CITY OF WINTER PARK**  
**and**

**ORANGE COUNTY, FLORIDA**

**THIS JOINT PLANNING AREA AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (“City”) and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (“County”).

**RECITALS**

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, otherwise known as the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), the City adopted its comprehensive plan in 2017 and updated it in 2024;

WHEREAS, pursuant to the Act, the County adopted its comprehensive plan on July 1, 1991, and has subsequently amended it from time to time;

WHEREAS, it is in the intent of the Act to encourage and assure cooperation between and among municipalities and counties;

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, and procedures for the administration of land development regulations or the land development codes applicable thereto;

WHEREAS, Section 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act;

WHEREAS, it is not the intent of this Agreement to restrict the County’s authority to amend its comprehensive plan or to otherwise make land use decisions for unincorporated areas inside or outside the JPA;

WHEREAS, likewise, it is not the intent of this Agreement to restrict the City’s authority to amend its comprehensive plan or to otherwise make land use decisions for lands inside the corporate boundaries of the City;

WHEREAS, the City and the County wish to identify and establish the boundaries of the JPA, and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure;

WHEREAS, also, the City and the County wish to identify lands that are logical candidates for future annexations, and the City has determined that the unincorporated lands included in the JPA, as depicted and described in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F”** attached hereto and incorporated herein by reference, meet or exceed the land area the City reasonably anticipates annexing during the term and any extension of this Agreement;

WHEREAS, the parties agree it is in the interests of both the City and the County to have their respective officials and representatives engage in regular meetings relating to joint planning and any related issues of concern;

WHEREAS, the City and County have each determined that this Agreement represents a mechanism for the provision of orderly growth and development and is in the best interests of the citizens of the County and the City; and

WHEREAS, the City and the County (1) have full power and authority to enter into this Agreement, (2) have taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement, and (3) have duly authorized, executed and delivered this Agreement, such that this Agreement constitutes legal, valid and binding obligations of the City and County, respectively.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the County agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement.

**Section 2. Authority.** This Agreement is entered into pursuant to Chapters 125, 163, and 166, Florida Statutes, and the Charters of the City and the County.

**Section 3. Term.**

A. The term of this Agreement shall commence on its effective date and shall terminate five (5) years thereafter, unless extended in accordance with subsection B. below.

B. This Agreement shall be automatically extended for an additional five (5) year term (i.e., until ten (10) years from the effective date), unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least one year prior to the expiration of the initial five (5) year term of this Agreement. Thereafter, this Agreement shall be automatically extended for consecutive five (5) year terms, unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least six (6) months prior to the termination date of any such extended five (5) year term. The party providing such a notice of non-renewal as aforesaid may, in such party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the initial five (5) year term or any extended five (5) year term.

#### **Section 4. Joint Planning Area Defined.**

The lands depicted within the boundary of the “Joint Planning Area” shown in collectively in **Exhibit “A”**, **Exhibit “B”**, **Exhibit “C”**, **Exhibit “D”**, **Exhibit “E”**, and **Exhibit “F”** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area (“JPA”). **Exhibit “A”** depicts the STONEHURST ANNEXATION AREA. **Exhibit “B”** depicts the LAWNSDALE ANNEXATION AREA. **Exhibit “C”** depicts the KENTUCKY/OGELSBY ANNEXATION AREA. **Exhibit “D”** depicts the LAKE KILLARNEY ANNEXATION AREA. **Exhibit “E”** depicts the BAFFIE ANNEXATION AREA. **Exhibit “F”** depicts the SR 436 PROPERTY ANNEXATION AREA.

#### **Section 5. Joint Planning Area.**

A. Pursuant to Section 163.3171, Florida Statutes, the County hereby authorizes the City, for the limited purposes of the City’s reference and future planning by the City, to identify within its comprehensive plan those unincorporated lands located within the JPA.

B. Notwithstanding the foregoing or anything in this Agreement that may seem to be to the contrary, the County shall continue to exercise exclusive jurisdiction over unincorporated lands within the JPA unless and until such lands have been lawfully annexed into the City. Moreover, pursuant to Section 171.062(2), Florida Statutes, the County’s land use plan and zoning and subdivision regulations shall remain in full force and effect within an annexed area until the City adopts a comprehensive plan amendment that includes the annexed area.

C. Upon annexation of lands within the JPA into the City, the City shall exercise exclusive jurisdiction concerning such lands over the comprehensive planning, future land use, zoning, land development regulation, building regulation and other applicable matters pursuant to law. There shall be no requirement for the County to approve any future land use or zoning for properties within the JPA annexed into the City.

D. At the time of application for any amendment to the County’s Future Land Use Map for unincorporated lands within the JPA, the County will notify and provide the City with a copy of the application for review and comment. Further, for those unincorporated properties within the JPA applying for a FLUM amendment that are eligible for annexation, the City and the County shall discuss whether it would be more practical for the applicant to annex those lands into the City and shall, thereafter, so advise the applicant if annexation is more practical.

F. Unincorporated areas within the JPA desiring to make new connections to City water and/or sanitary sewer services must comply with applicable City ordinances for making such connections and receiving such service and the County agrees to cooperate with the City in enforcing such ordinances.

#### **Section 6. Amendments to Parties’ Comprehensive Plans.**

A. Not later than eighteen (18) months from the effective date of this Agreement, the parties shall proceed in good faith and with due diligence to consider amending their respective comprehensive plans, if necessary, to reflect or reference the terms of this Agreement, or to amend any provisions of their respective comprehensive plans that may be inconsistent with this Agreement.

B. Each party may review and may comment on the other party's proposed amendments to its comprehensive plan related to this Agreement, and each party hereto shall consider in good faith any comments or objections raised by the other party prior to adoption of its proposed comprehensive plan amendments. In connection therewith, the parties shall coordinate the consideration and scheduling of any such proposed comprehensive plan amendments.

C. This Section 6 is intended to comply with the provisions of Section 163.3171(1), Florida Statutes, with respect to the establishment of procedures for joint action in the preparation and adoption of the City's and the County's comprehensive plans.

#### **Section 7. Land Development Regulations; Consistency Determinations.**

A. The administration and enforcement of land development regulations as applied to lands within the JPA shall be undertaken by the party within whose boundaries those particular lands are located at the time. Accordingly, nothing contained in this Agreement shall be interpreted or construed to require the County's approval of the City's land use decisions or comprehensive plan amendments for lands within the corporate limits of the City. Likewise, nothing contained in this Agreement shall be interpreted or construed to require the City's approval of the County's land use decisions or comprehensive plan amendments for unincorporated lands within the JPA.

B. All consistency determinations for any development permit application types listed in Section 9 for lands within the JPA shall be made by the party within whose boundaries those lands are located at the time. However, the other party shall have standing to challenge any such determination.

#### **Section 8. Annexations.**

A. The unincorporated lands within the JPA are lands most likely to be developed for urban purposes during the term of this Agreement, including any extensions of the term, and are therefore logical candidates for annexation by the City, subject to the Municipal Annexation or Contraction Act, Part I, Chapter 171, Florida Statutes, and the terms of this Agreement. Therefore, during the term of this Agreement, the City may annex, voluntarily or involuntarily, from those unincorporated lands within the JPA, but only from those unincorporated lands, and provided that each such annexation complies with the Municipal Annexation or Contraction Act, and the terms of this Agreement. Provided that the annexation requirements of general law are met, the County agrees not to object to the City's annexation of any properties within the JPA. The County agrees not to object to any City annexation of lands within the JPA on the basis that such annexation may create an enclave since the goal is to annex those JPA properties into the City.

B. The parties shall work together in good faith to eliminate enclaves, and to that end

to enter into interlocal agreements pursuant to Section 171.046(2), Florida Statutes, to eliminate all enclaves within the JPA of one hundred ten (110) acres or less that exist as of the effective date of this Agreement or that may exist in the future. **Exhibit “A”** attached hereto depicting the STONEHURST ANNEXATION AREA is an enclave of unincorporated area within the JPA that the City desires to annex under the provisions of Section 171.046(2), Florida Statutes. Within nine (9) months from entering into this Agreement, the County and City work together to process for approval an interlocal agreement for the annexation of the lands depicted in Exhibit “A”.

C. The City agrees that it will provide written notice of any proposed annexation under Section 171.0413(5), Florida Statutes, to all affected property owners at least fifteen (15) days before the initial reading the proposed annexation ordinance.

D. Unincorporated lands within the JPA shall not be subject to the jurisdiction of the City until such time as those lands have been lawfully annexed, consistent with the terms of this Agreement. Pursuant to Section 171.062(2), Florida Statutes, the County’s land use plan and zoning and subdivision regulations shall remain in full force and effect with respect to the annexed lands until the City adopts a comprehensive plan amendment that includes those annexed lands. Notwithstanding the foregoing, annexation shall not be construed as removing any area within the JPA from the coverage of this Agreement.

E. Within twelve (12) months after the effective date of an annexation, the City shall amend its comprehensive plan to include the annexed lands, and the County shall amend its comprehensive plan to exclude such annexed lands.

F. As the City lawfully annexes unincorporated lands within the JPA consistent with this Agreement, the parties shall work together in good faith to enter into any other agreements or understandings, as may be necessary, to resolve any and all issues related to the transferring of infrastructure, associated permits, and other property rights (such as easements) that benefit or primarily benefit the area that is subject to the annexation.

## **Section 9. Notices of Annexations, Comprehensive Plan Amendments, and Certain Development Permits.**

A. The City shall provide the County with notice of proposed annexations of lands within the JPA. The County shall provide the City with notice of proposed comprehensive plan amendments (including amendments to its Future Land Use Map), and development permit applications (rezonings and special exceptions only) for unincorporated lands within the JPA.

B. Notice under subsection A. above shall be provided at least fifteen (15) days prior to the date of each and every public hearing on any such application. A single notice with the dates and times of each and every public hearing on the application is acceptable, provided the single notice is provided at least fifteen (15) days prior to the date of the initial public hearing, and a timely amended notice is provided if any of the other hearing dates and times change. Upon request, a party may obtain a copy of any such application or proposal and a copy of any related staff report, and be notified of all public hearing dates with respect thereto and of all other dates on which action may be taken with respect to such application.

C. The party receiving notice may comment or object to any such application or proposal, and, if objecting, shall explain in writing the reason(s) for any such objection. Any comments and objections submitted by one party to the other shall be introduced into the record by the party receiving the comments or objections at the applicable public hearing.

#### **Section 10. Joint Planning Meetings.**

The City and the County agree to have their appropriate officials and representatives meet at least annually (which means not less than one meeting in a twelve (12) month period) to discuss joint planning and coordination for all development within the JPA, including issues relating to capital improvements and infrastructure, as well as identifying joint opportunities for economic development and redevelopment.

**Section 11. Essential Facilities and Services.** Essential facilities and services, including without limitation, fire protection, law enforcement, recreation service, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage, and transportation shall be provided by the party within whose jurisdiction the property in question lies, unless such facility or service is otherwise provided for in this Agreement or by a separate agreement between the County or the City (or, with respect to law enforcement services, between the City or the County, as the case may be, and the Orange County Sheriff's Office). This Agreement does not affect or amend any territorial service agreement concerning water and sanitary sewer services.

#### **Section 12. Amendments; Waivers.**

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto after a public hearing by each party.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, either party shall have the right, but not the obligation, to waive (in writing), on a case by case basis, any right or condition herein reserved or intended for the benefit of such party without being deemed to have waived such right or condition for any other case and without being deemed to have waived any other rights or conditions.

#### **Section 13. Conflict Resolution of Governmental Disputes; Remedies.**

A. In the event the parties cannot resolve a conflict or dispute, the parties shall be governed by the Florida Governmental Conflict Resolution Act, Chapter 164. Florida Statutes.

B. Either or both parties may pursue such remedies as may be available for resolution of such conflict or dispute, consistent with the Florida Governmental Conflict Resolution Act.

**Section 14. Enforceability.** This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever

remedies are available in law or equity, including injunctive relief and specific performance.

**Section 15. Notices.** All notices, comments, consents, approvals, waivers and elections which any party shall be required, requested or desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, recognized overnight courier, certified mail, prepaid with confirmation of delivery requested, or electronic mail. Such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

As to County:                      Planning Manager  
Orange County Planning Division  
201 S. Rosalind Avenue, Fifth Floor  
P.O. Box 1393  
Orlando, Florida 32802

With copy to:                      County Administrator  
201 S. Rosalind Avenue, Fifth Floor  
P.O. Box 1393  
Orlando, Florida 32802

As to City:                              City Manager  
City of Winter Park  
401 S. Park Avenue  
Winter Park, FL 32789

Notices, comments, consents, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address as such party may have supplemented or substituted therefor by notice to the other, including the particular official's electronic mail address.

**Section 16. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the City and the County and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including without limitation any other municipality. Accordingly, nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

**Section 17. Binding Effect.** All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 18. Effect on Other Agreements.** Except as may be otherwise expressly provided in this Agreement, this Agreement shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreement between the City and the County.

**Section 19. Validity of Agreement.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature.

**Section 20. Covenant to Defend.** If this Agreement or any portion hereof is challenged in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto agree, at each's individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

**Section 21. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement, as amended, shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

**Section 22. Effective Date.** Upon being approved and executed by the City and the County this Agreement shall take effect on November 1, 2024.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*



CITY OF WINTER PARK,  
a Florida municipal corporation

By: \_\_\_\_\_  
City Mayor, Shelia DeCiccio

Witnesses:

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

Attest: \_\_\_\_\_  
Rene Cranis, City Clerk

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

FOR THE USE AND RELIANCE ONLY  
BY THE CITY OF WINTER PARK,  
FLORIDA, APPROVED AS TO FORM  
AND LEGALITY  
This \_\_\_\_ day of \_\_\_\_\_ 2024

APPROVED BY THE WINTER PARK CITY  
COMMISSION AT A MEETING HELD ON  
\_\_\_\_\_, 2024,  
UNDER AGENDA ITEM NO. \_\_\_\_\_

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shelia DeCiccio and Rene Cranis, personally known to me to be the Mayor and City Clerk, respectively, of the CITY of WINTER PARK, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day  
\_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

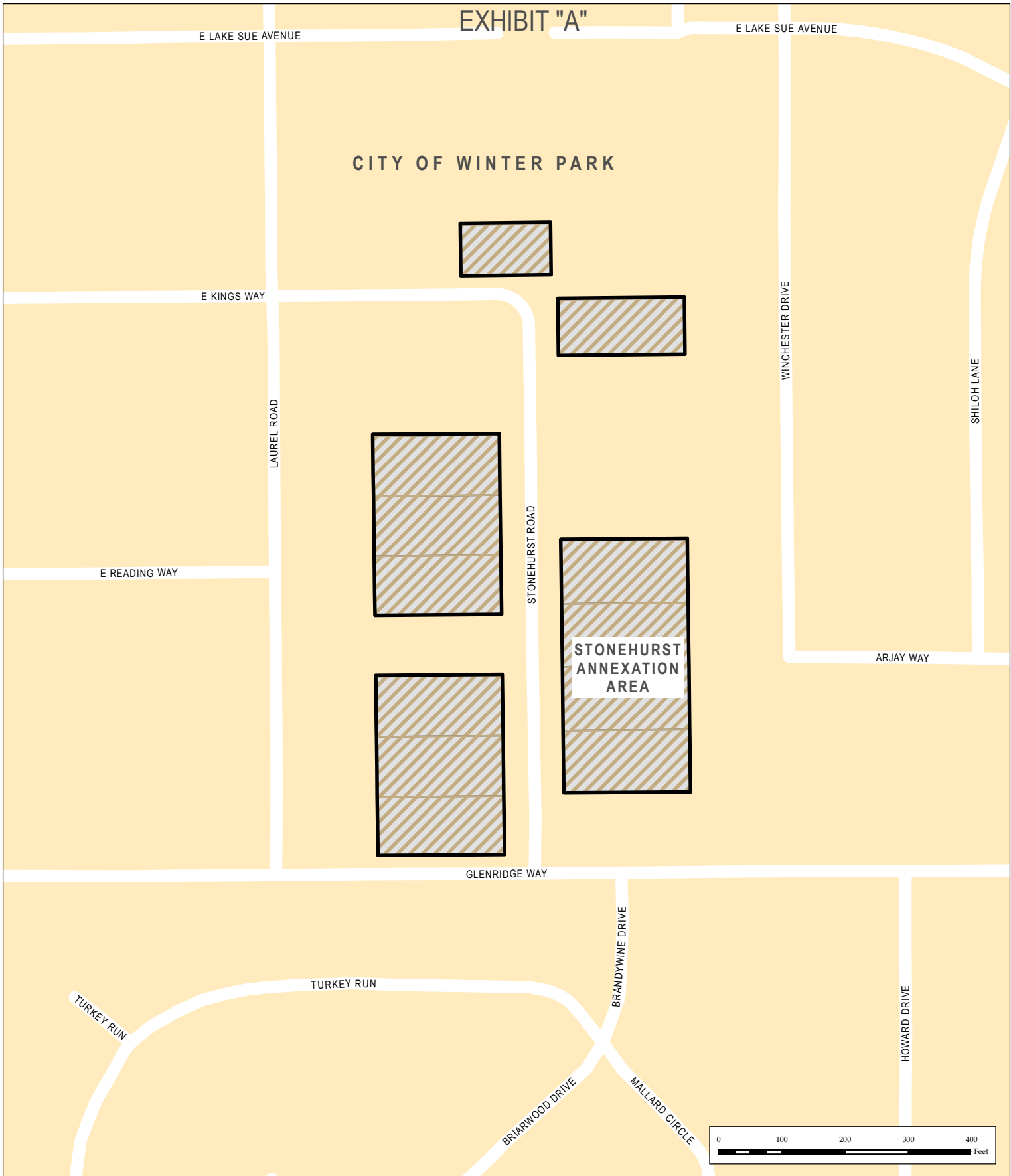
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_



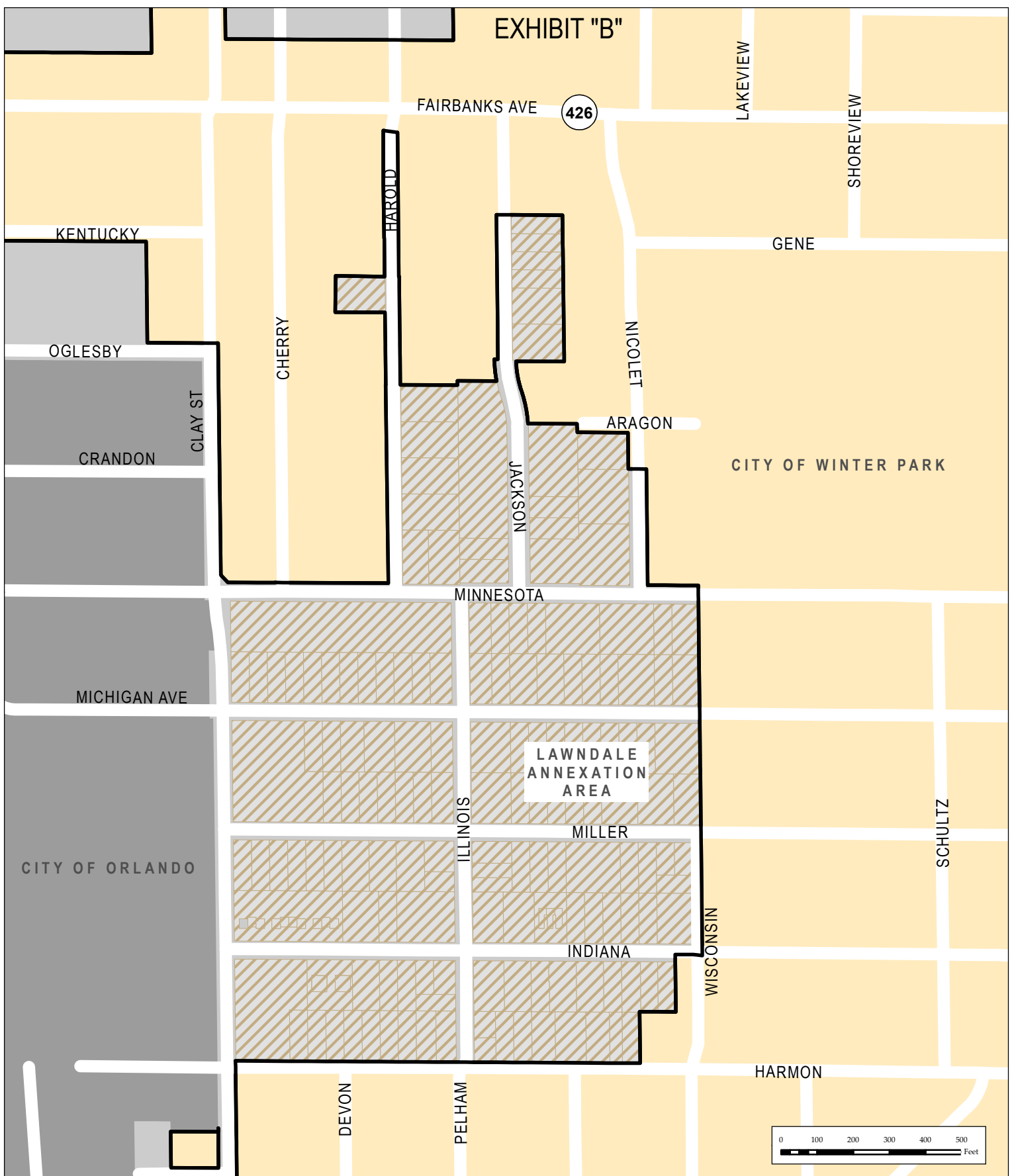
**ANNEXATION  
RESERVE AREA #4  
STONEHURST**  
City of Winter Park, Florida

**LEGEND**

-  City of Winter Park  Annexation Area  
 Orange County

**MAP  
JPA-04  
October 2024**





**ANNEXATION  
RESERVE AREA #3  
LAWNDALE**  
City of Winter Park, Florida

**LEGEND**

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP  
JPA-03  
October 2024**





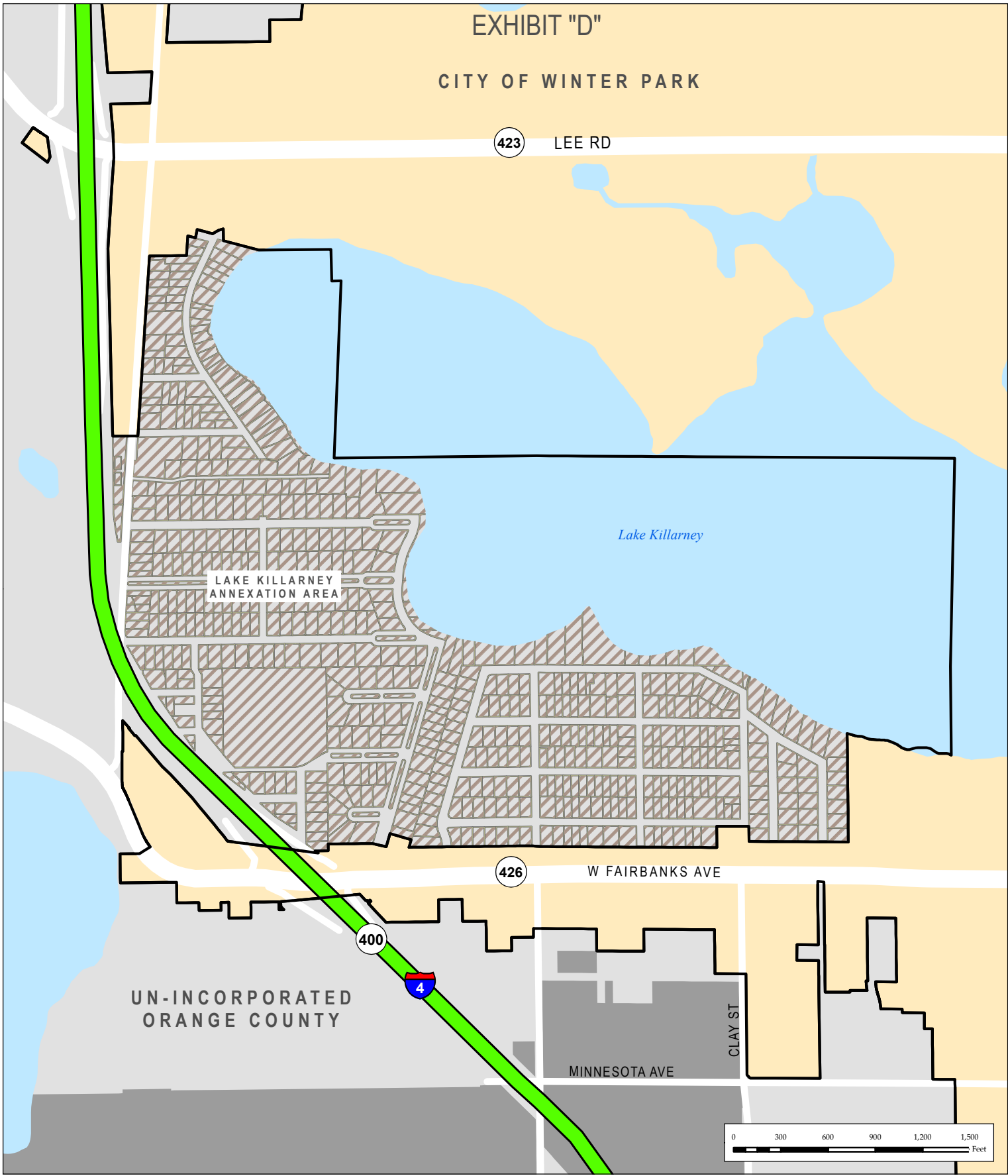
**ANNEXATION  
RESERVE AREA #2  
KENTUCKY/OGELSBY**  
City of Winter Park, Florida

**LEGEND**

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP  
JPA-02  
October 2024**





**ANNEXATION  
RESERVE AREA #1  
LAKE KILLARNEY**  
City of Winter Park, Florida

**LEGEND**

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP  
JPA-01  
October 2024**





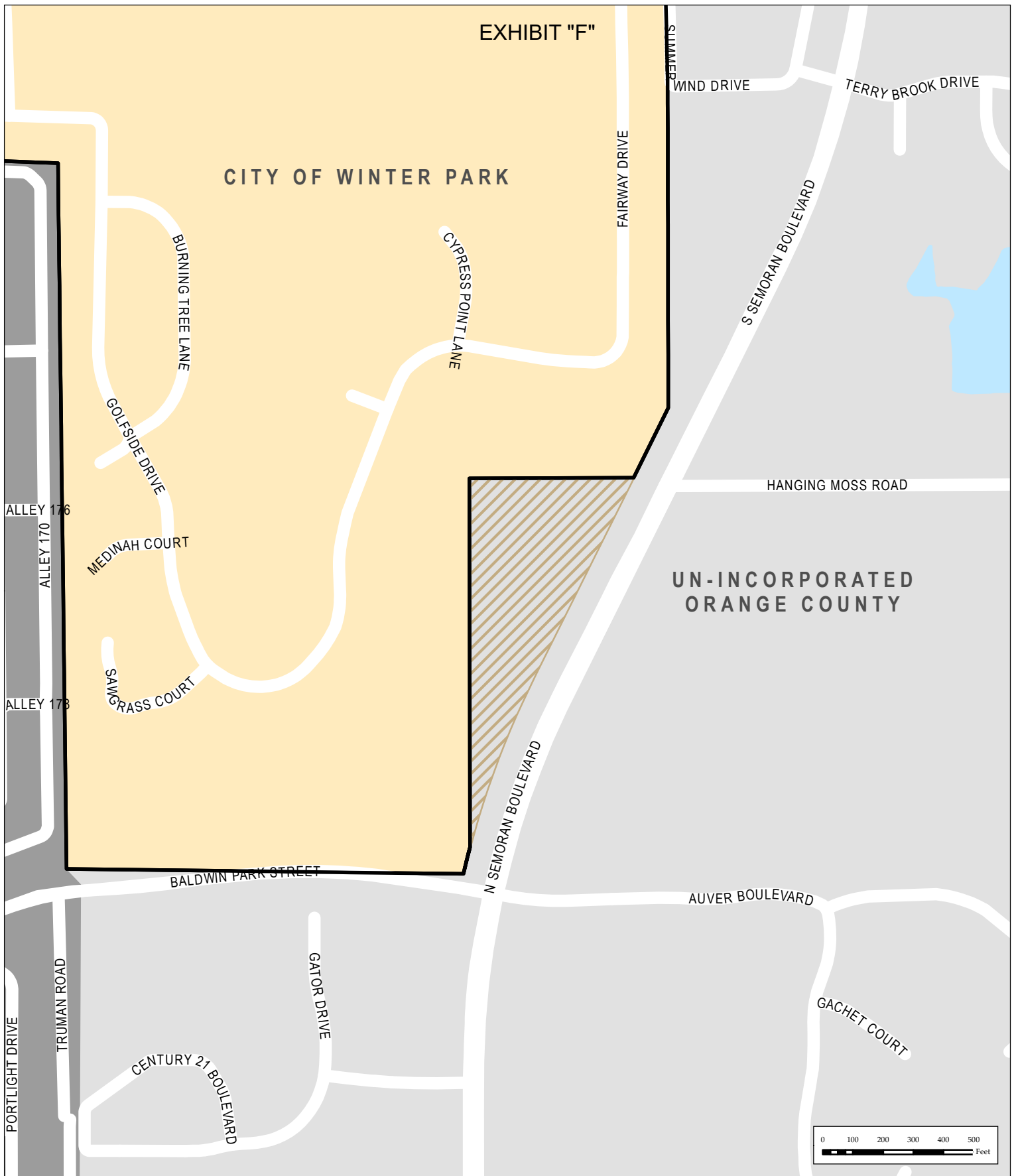
**ANNEXATION  
RESERVE AREA #5  
BAFFIE AVENUE**  
City of Winter Park, Florida

**LEGEND**

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP  
JPA-05  
October 2024**





**ANNEXATION  
RESERVE AREA #6  
SR 436 PROPERTY**  
City of Winter Park, Florida

**LEGEND**

- |                     |                 |
|---------------------|-----------------|
| City of Winter Park | Annexation Area |
| City of Orlando     | Orange County   |

**MAP  
JPA-06  
October 2024**





**item type**

Action Items Requiring Discussion

**meeting date**

November 13, 2024

**prepared by**

Randy Knight, City Manager

**approved by**

Rene Cranis, City Clerk

**subject**

Acquisition of 929-957 W. Fairbanks Avenue

**motion | recommendation**

Approve purchase of property located at 929-957 W. Fairbanks Avenue.

**background**

This property is on the City Commission's Strategic Property Acquisition List and is also included in the 1999 CRA Plan. There are two distinct benefits of acquiring this property.

First, the City Commission and staff have discussed the possibility of improving traffic flow at the intersection of Fairbanks Avenue and Denning Drive by constructing a left turn lane in both directions of Fairbanks. The city has already secured the two properties directly to the east of this property. The city has also negotiated the dedication of right-of-way from the property owner at the northeast corner of Fairbanks/Denning. Acquiring this property will allow the city to dedicate enough contiguous right-of-way for those turn lanes to be added.

The second benefit is the future expansion of MLK, Jr. Park. Potentially this could also include the beautification and expansion of Lake Rose both as an amenity to the park and for stormwater improvements.

Key points of the purchase agreement:

Purchase Price: \$4,000,000

Approximate property size: 1 acre

Due Diligence Period: 60 days

Non-refundable deposit \$5,000

Tenant Occupancy: There are existing lease agreements that would be assigned to the city.

The specific terms will be discussed during the due diligence period. Generally, there are 4 leases with expiration dates ranging from October 2025 to the year 2035. The current annual combined lease payments are approximately \$180,000 per year, exclusive of sales tax and CAM charges.

This proposed acquisition should be viewed with the long-term goals discussed above in mind. Some of the leases expire in the next two years and others could be extended to as far out as 2035. Realistically, the fastest a project could be designed and construction begin on Fairbanks (a State road) is 2 - 3 years. It is not currently in the State's five-year work plan. Even with the leases in effect, we believe we could dedicate enough right-of-way to accommodate the additional lane. It might take a reorientation of the entrances to the buildings to the side or rear of the property facing the park. The city will have the option of not renewing the shorter leases when they expire or it can extend them on a year-to-year basis so that the lease revenues continue until we are ready to fully utilize the property.

### **alternatives | other considerations**

The Commission can pass on acquiring the property at this time.

### **fiscal impact**

Staff proposes funding \$1,000,000 from the Parks Acquisition funds and \$3,000,000 plus closing costs from the CRA.

### **attachments**

1. Purchase and Sales Agreement 11.7.24

## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** (this “**Agreement**”) is made and entered into as of the later of the date of Seller’s and Buyer’s execution of this Agreement, as indicated below their executions hereon (the “**Effective Date**”), by and between Fairbanks Village LLC, a Florida limited liability company (“**Seller**”); and The City of Winter Park, a municipal corporation of the State of Florida (“**Buyer**”).

### **W I T N E S S E T H:**

**1. Agreement to Sell and Purchase.** For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, all that certain lot, tract or parcel of real estate more particularly described or depicted on **Exhibit A** attached hereto (the “**Land**”), together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Land including but not limited to all improvements on the Land and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements on the Land, and together with permits, impact fee credits, rents, income, profits, timber, crops, contract rights, rights relating to sewer, water, and other utilities, easements, rights-of-way, strips and gores of land appurtenant to or lying adjacent to the Land, riparian and other water rights, lands lying in the bed of any stream, canal, lake, or other water body adjacent to the Land, lands underlying any adjacent streets or roads, impact fee and mobility fee credits, mitigation credits, reservations and capacity for utilities services, and other entitlements and development rights, and all other rights, claims, and interests appurtenant to, relating or incident to, or otherwise benefiting the Land. The Land and the above described related rights are hereinafter collectively referred to as the “**Property**”.

**2. Purchase Price; Method of Payment.**

(a) The aggregate purchase price for the Property (the “**Purchase Price**”) shall be **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)**. The Purchase Price, after crediting the Preliminary Deposit and the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Buyer and credited to Seller at Closing by wire delivery of funds through the Federal Reserve System to the Closing Agent for subsequent disbursement to an account designated in writing by Seller.

**3. Deposits; Earnest Money.**

(a) Within five (5) business days after Seller executes and delivers this Agreement to Buyer, Buyer shall deposit with Seller the sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** (the “**Preliminary Deposit**”). If Buyer thereafter executes and delivers this Agreement to Seller, the Preliminary Deposit shall be credited towards the Purchase Price at Closing and shall only be returned to Buyer if Seller fails or refuses to Close. If Buyer does not execute and deliver this Agreement to Seller, the Preliminary Deposit shall be retained by Seller.

(b) Within five (5) business days of the Effective Date of this Agreement, Buyer shall deposit with Fishback Dominick LLP, in its capacity as escrow agent (“**Escrow Agent**”), the sum of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** (the “**Initial Deposit**”).

(c) Unless Buyer has terminated this Agreement prior to the Due Diligence Date (as defined hereinafter), Buyer shall, within five (5) business days after the Due Diligence Date, deposit with Escrow Agent the sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** (the “**Second Deposit**”). The Initial Deposit and Second Deposit to the extent deposited with the Escrow Agent are hereinafter collectively referred to as the “**Escrowed Earnest Money**” or “**Earnest Money**”.

Unless Buyer has previously terminated this Agreement during the Inspection Period, if Buyer fails to timely deposit any amount required to be paid on or before the Due Diligence Date pursuant to this **Section 3**, then this Agreement shall terminate automatically, the Escrowed Earnest Money theretofore deposited by Buyer shall be refunded to Buyer promptly upon request, and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void. Unless Buyer has previously terminated this Agreement during the Inspection Period, (i) if Buyer fails to timely deposit any amount required to be paid after the Due Diligence Date pursuant to this **Section 3**, (ii) if Buyer fails to timely deposit any amount required by any other provision of this Agreement, or (iii) if any check deposited by or on behalf of Buyer is not honored by the institution upon which it is drawn, such event shall constitute a default by Buyer under this Agreement, and Seller shall have the right, at its option, to exercise its rights and remedies under this Agreement. All deposits by Buyer required pursuant to this **Section 3** shall be in the form of a wire transfer of funds pursuant to the wiring instructions set forth on **Exhibit B** attached hereto, to Seller or Escrow Agent, as the case may be, and, notwithstanding anything to the contrary set forth in this Agreement, no such deposit shall be deemed timely unless actually received by the date therefor set forth in this **Section 3**.

(d) Other than as expressly set forth to the contrary in this Agreement, the Preliminary Deposit shall in any and all events be retained by Seller as consideration for Seller’s execution and entry into this Agreement. The Preliminary Deposit: (i) shall not create any fiduciary relationship between Buyer and Seller, may be held by Seller in such form as Seller shall deem desirable or advisable, and may be commingled by Seller; (ii) shall be held by Seller without any duty or obligation of any kind or nature whatsoever to segregate the Preliminary Deposit, or to hold the Preliminary Deposit in an interest bearing form, or to pay or credit to Buyer, or to account to Buyer for, any interest thereon; and (iii) other than as expressly set forth to the contrary in this Agreement, shall be absolutely and unconditionally non-refundable to Buyer.

(e) During the term of this Agreement, Escrow Agent shall hold the Escrowed Earnest Money in an insured non-interest bearing form reasonably satisfactory to Buyer and Seller.

**4. Access and Inspection; Examination by Buyer.**

(a) Subject to Buyer's compliance with the provisions of **Section 4(d)**, until the Closing Date or the earlier termination of this Agreement, Buyer and Buyer's agents, employees, contractors, representatives and other designees (collectively, "**Buyer's Designees**") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property. The foregoing right-of-entry is subject to the remaining terms and condition of this **Section 4** including, without limitation, those set forth in **Sections 4(a)(i)** through **(v)**.

(i) Any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (collectively, "**Buyer's Activities**") shall not damage the Property in any manner whatsoever or unreasonably disturb or interfere with the rights or possession of any tenant on the Property.

(ii) In the event the Property is altered or disturbed in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities.

(iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. This paragraph 4(a)(iii) survives termination of this Agreement and Closing.

(b) Buyer shall not conduct any invasive testing on the Property (including, without limitation, soil borings and ground water testing) or undertake environmental studies or testing beyond the scope of a standard "Phase I" evaluation (with any such invasive testing or studies, the "**Additional Work**") without obtaining Seller's prior written approval for the Additional Work (which approval may be given, withheld or conditioned in Seller's sole and absolute discretion). If Seller approves any Additional Work, then, without limiting the generality of **Section 4(a)**, and in addition to the requirements set forth in **Section 4(a)**, the Additional Work shall be subject to the terms and conditions of this **Section 4(b)**. Seller shall have the right, but not the obligation, to have its agents, employees or other designees accompany Buyer and Buyer's Designees during the Additional Work and to split samples obtained by Buyer. To that end, Buyer shall instruct its consultants and engineers to give Seller forty-eight (48) hours prior notice of each aspect of such Additional Work. Unless requested or required by Seller in writing, or in the event required by law, court order or governmental authority:

(i) Buyer will not disclose any documents, maps, diagrams, data, results or conclusions of the Additional Work (the “**Additional Work Documents**”) to Seller at any time; and

(ii) Buyer will not disclose any Additional Work Documents to any other person, including, without limitation, any federal, state or local governmental entity, at any time prior to Closing or at any time after any termination of this Agreement. Before making a required disclosure, Buyer will give Seller written notice of the information to be disclosed and the legal requirement for such disclosure.

At any time, and from time to time, whether before or after Closing or any termination of this Agreement, Buyer shall cause Buyer, Buyer’s counsel and Buyer’s Designees (**A**) to deliver to Seller, promptly and at no cost to Seller, two (2) copies of any and all Additional Work Documents requested by Seller, and (**B**) to respond, promptly and at no cost to Seller, to Seller’s written or oral inquiries with respect to the Additional Work Documents or the Additional Work. Buyer further agrees that all soil cutting and samples, purge and sample water, spent supplies and other waste materials resulting from the Additional Work (collectively, “**Waste Materials**”) will be Buyer’s responsibility. Buyer will ensure that all Waste Materials are handled and disposed of in accordance with applicable law, regulations and procedures. Buyer will remove Waste Materials, supplies and equipment from the Property on completion of the Additional Work. Nothing in this Agreement shall be construed to vest title to the Waste Materials in Seller. Any Additional Work shall be performed in accordance with the standards practiced by reputable professionals in the environmental consulting, engineering and remediation disciplines and professions. Buyer shall be responsible for locating all relevant utility and communication systems or facilities on the Property prior to any drilling or invasive work on the Property and shall be solely responsible for any damage to such utility or communication systems or facilities arising from the Additional Work. Buyer shall ensure that the Additional Work is performed in compliance with all applicable laws, rules and regulations and will obtain all, if any, required permits for the conduct of the Additional Work and for the handling, transport and disposal of Waste Materials.

(c) Subject to the terms and limitations set forth in this Section 4, Buyer shall have until and including the day that is **sixty (60) days** after the Effective Date (the “**Due Diligence Date**”), to perform such investigations, examinations, tests, evaluations and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer and can be developed and used in a manner satisfactory to Buyer (“**Inspection Period**”). If Buyer determines, in Buyer’s sole and absolute discretion, that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller on or before the Due Diligence Date (a “**Termination Notice**”). In the event Buyer gives Seller a Termination Notice, then the Escrowed Earnest Money will be refunded to Buyer promptly upon request, and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void. If Buyer does not terminate this Agreement in accordance

with this **Section 4** on or before the Due Diligence Date, Buyer shall have no further right to terminate this Agreement pursuant to this **Section 4**.

(d) Prior to Buyer or Buyer's Designees entering the Property for Buyer's Activities, Buyer shall:

(i) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Seller covering all Buyer's Activities with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00;

(ii) cause each of Buyer's Designees to maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Seller covering all of Buyer's Activities in which each of such Buyer's Designees shall engage with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00; and

(iii) deliver to Seller a Certificate of Insurance evidencing that such insurance required pursuant to the immediately preceding **Sections 4(d)(i) and (ii)** is in force and effect and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificates of Insurance shall be delivered to the attention of Anne Kabourek at the address for notices set forth below in Seller's execution of this Agreement).

The policies of liability insurance required by this provision shall be written on an "occurrence" basis and all of the policies of insurance required by this provision shall be maintained in force through the earlier of: (A) the termination of this Agreement and the conclusion of all Buyer's Activities, or (B) Closing.

(e) On or before five (5) days after the Effective Date, Seller shall deliver to Buyer copies of the following documents obtained by Seller: owner's title insurance policy, Phase 1 Environmental Report, geotechnical report, CBI building condition summary, and survey of the Land. All such documents will be delivered from Seller to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer's informational purposes.

## **5. Closing and Escrow Agent.**

(a) The closing of the purchase and sale of the Property ("**Closing**") shall be held at the offices of Escrow Agent (defined below) on or before the thirtieth (30<sup>th</sup>) day after the Due Diligence Date. The Escrow Agent shall be Fishback Dominick LLP, located at 1947 Lee Road, Winter Park, FL 32789, (407) 262-8400 ("**Fishback Dominick**") and shall perform the Closing. Escrow Agent will be acting as an agent for the title insurance underwriter, and Escrow Agent agrees that as a condition to accepting the Escrowed Earnest Money and Closing this transaction, it shall cause its underwriter to issue to Buyer an escrow and closing protection letter or insured escrow and closing service in the underwriter's standard form ("**Closing Protection Letter**").

(b) In connection with the preparation of the documentation for Closing, Buyer shall be responsible for such preparation and shall cause Buyer's counsel to prepare such documents sufficiently in advance so that all closing documents may be executed by the authorized representatives of Seller at Seller's offices in advance of Closing, and attendance by the authorized representatives of Seller at Closing will not be necessary.

(c) **ESCROW / CLOSING AGENT**: Seller and Buyer agree that Fishback Dominick serves as counsel to Buyer, the Escrow Agent, Title Agent and Closing Agent, and in the event of any dispute, conflict or lawsuit, either between Seller, Buyer and/or Escrow Agent or any combination thereof, Seller and Buyer agree that the Fishback Dominick may serve as Escrow Agent, Title Agent, Closing Agent and attorneys for Buyer in this transaction and in any dispute concerning or arising from this Agreement. Further, in the event of any dispute, conflict or lawsuit, involving any Earnest Money, Purchase Price, other monies, or this Agreement or the transaction or obligations or rights under this Agreement, the Escrow Agent may interplead the disputed funds or documents with the Clerk of the Circuit Court of Orange County, Florida. Buyer agrees to pay Escrow Agent's attorneys' fees and costs related to any dispute, conflict and litigation relating to this Agreement, or the transaction, or obligations or rights provided in this Agreement. Monies held by Escrow Agent under this Agreement shall be placed in a non-interest bearing account. This paragraph 5(c) survives termination of this Agreement and Closing. Section 4 of Exhibit C attached hereto provides supplemental provisions regarding Escrow Agent.

**6. Prorations and Adjustments to Purchase Price.** The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(a) All city, state and county ad valorem taxes, utility assessments, governmental assessments and similar impositions levied or imposed upon or assessed against the Property (collectively, the "**Taxes**") for the year or other applicable assessment period and/or billing period therefor in which Closing occurs shall be prorated as of the Closing Date. In the event that Seller elects to protest or appeal the Taxes for the applicable assessment and/or billing period in which Closing occurs, and such protest results in a reduction of the Taxes for such period, Buyer shall reimburse Seller for its pro rata share of the reasonable and actual costs incurred by Seller in pursuing such protest or appeal but in no event shall Buyer's pro rata share be more than the reduction of Taxes applicable to Buyer. Buyer acknowledges and agrees that any "rollback" or similar Taxes imposed because of a change in use or ownership of the Property that occurs after the Closing Date shall be the sole and exclusive responsibility of Buyer, and that Seller shall have no obligation in connection therewith.

(b) All, if any, utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) excluding all charges which are tenants' obligations shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer.



(c) Rents under any leases or other agreements for use and occupancy of all or any portion of the Property shall be prorated as of the Closing Date.

(d) Any other items that are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, other than as set forth in **Section 6(a)**, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof, and Buyer and Seller shall then pro-rate as of the Closing Date and pay their respective portions within the time fixed for payment thereof and before the same shall become delinquent. The foregoing provision survives the Closing.

## **7. Title.**

(a) For the purposes of this Agreement, “**good and marketable fee simple title**” shall be determined according to the applicable Title Standards adopted by the authority of The Florida Bar and in accordance with Florida law and as is insurable by **Stewart Title Guaranty Company**, or such other title underwriter mutually acceptable to Seller and Buyer (in such capacity, “**Title Company**”), under its standard form of Florida owner’s policy of title insurance, at its standard rates, subject only to the following matters (all of which shall be deemed accepted by Buyer except as expressly provided for in this Agreement) (the “**Permitted Exceptions**”):

(i) the standard or printed exclusions and standard or printed exceptions in the form of owner’s policy of title insurance referenced above;

(ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property;

(iii) the lien for Taxes not due and payable on or before the Closing Date;

(iv) zoning ordinances affecting the Property;

(v) all easements, covenants, restrictions, reservations and rights-of-way of record as of the date of Seller’s execution of this Agreement;

(vi) the rights of parties in possession under the Tenant Leases (as defined below);

(vii) the state of compliance or non-compliance of the Property as of the date of Seller’s execution of this Agreement with any laws, codes, ordinances,

rules, regulations or private restrictive covenants applicable to or affecting the Property;

(viii) all matters listed on **Exhibit C** attached hereto;

(ix) all matters, if any, disclosed by the Due Diligence Materials;

(x) all matters disclosed in this Agreement; and

(xi) all matters, if any, waived or deemed to have been waived by Buyer pursuant to this **Section 7**.

(b) Buyer shall have until and including the date that is **forty-five (45) days** after the Effective Date in which to obtain a commitment for an owner's policy of title insurance issued by Title Company with respect to the Property (the "**Title Commitment**"), to examine title to the Property and to give Seller written notice of any objections to matters contained in the Title Commitment that are not acceptable to Buyer or which render Seller's title less than good and marketable fee simple title (the "**Initial Notice**"). In addition, nothing herein shall prohibit Buyer from objecting to any matters defined as Permitted Exceptions above. Buyer may reexamine title to the Property up to and including the Closing Date and give Seller written notice (a "**Subsequent Notice**") of any additional objections appearing of record subsequent to the effective date of the title examination referenced in the Initial Notice (the "**Title Search Date**"), but Buyer's failure to specify in its Initial Notice any objection appearing of record as of the Title Search Date shall constitute a waiver of such objection and such objection shall thereafter constitute a Permitted Exception under this Agreement. If Buyer shall fail so to examine title to the Property or to give the Initial Notice, Buyer shall be deemed to have waived all matters affecting title reflected in the Title Commitment as of the Effective Date thereof, which matters shall constitute Permitted Exceptions under this Agreement. In order to expedite matters, Buyer may provide Seller with preliminary notice of objections but doing so does not limit Buyer from making additional objections during the forty-five (45) day period.

(c) Seller shall have until the date that is **fifty (50) days** after the Effective Date in which to review Buyer's Initial Notice and, if Seller elects, at its sole option and discretion, having no obligation to do so, in which to give Buyer written notice of any objections specified therein that Seller intends to attempt to satisfy (a "**Cure Notice**"). If Seller does not give Buyer a Cure Notice with respect to any objection specified in Buyer's Initial Notice, Seller shall be deemed to have refused to attempt to cure such objections, and, if Buyer thereafter does not elect to terminate this Agreement pursuant to **Section 4**, Buyer shall be deemed to have waived any objection specified in Buyer's Initial Notice as to which Seller has not given a Cure Notice and any such objection shall thereafter constitute a Permitted Exception under this Agreement.

(d) Seller shall have until the date that is **ten (10) days** prior to the Closing Date to satisfy all valid objections specified in the Initial Notice or any Subsequent Notice other than those waived or deemed to have been waived by Buyer pursuant to **Sections 7(b)** and

**7(c)**, and, if Seller fails to so satisfy any such objections, then, at the option of Buyer, Buyer may either:

(i) terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event the Escrowed Earnest Money shall be refunded to Buyer promptly upon request and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void; or

(ii) if any unsatisfied objection is a Seller Monetary Objection (as defined hereinafter) or a New Seller Objection (as defined hereinafter), exercise such rights and remedies as are provided under **Section 12(b)** by reason of a default by Seller; or

(iii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property without reduction in the Purchase Price, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

The alternatives of Buyer as set forth in **clauses (i), (ii) and (iii)** of this **Section 7(d)** shall be Buyer's sole and exclusive remedies in the event Seller fails to satisfy any objections, notwithstanding anything to the contrary contained in this Agreement.

(e) The following matters shall not be deemed Permitted Exceptions and Seller shall be obligated to satisfy, or remove the same as an encumbrance of the Property, or bonded off the Property, at or before Closing:

(i) any mortgage or deed of trust entered into by Seller, any lien for labor or materials ordered directly by Seller, any lien based upon a final judgment against Seller, or any other monetary lien against the Property incurred by Seller or as a result of actions of Seller (a "**Seller Monetary Objection**"); and

(ii) any objection based on a document or instrument which is not a Permitted Exception and which is actually executed by Seller after the Effective Date or recorded after the Effective Date without the consent or approval of Buyer, which consent or approval shall not be unreasonably withheld (a "**New Seller Objection**").

(f) Leases. Seller represents and warrants to Buyer there are four leases ("Tenant Leases") that encumber portions of the Property and there are no other leases that encumber the Property. The attached Exhibit "E" provides blanks for the Seller to complete and summarize certain terms and information for all the leases, as amended, encumbering the Property. Seller shall accurately and fully calculate and fill in the blanks in the attached Exhibit "E" ("Seller Lease Disclosure") and deliver the Seller Lease Disclosure to the Buyer on or before two (2) days after the Effective Date. In the event the Buyer does not terminate this Agreement during the Inspection Period, then at least ten (10)

days before the Closing Date, Seller shall deliver to Buyer a copy of all of the leases and amendments of each lease along with an affidavit from Seller which shall provide that Seller represents and warrants to Buyer as of that date and the Closing Date that no rents from any tenants/lessees on the Property have been pre-paid beyond the Closing Date except those that are to be pro-rated at Closing, all leases are current and not in default, no claims against Seller have been filed or notices given to Seller by or on behalf of any tenant/lessee on the Property of any breach or default under any Lease on the Property, and no tenant/lessee has any right to purchase all or any part of the Property.

If Buyer determines that the terms and/or information in the Seller Lease Disclosure is not accurate, not complete and/or is inconsistent with any of the terms and/or information in the leases as amended, or in any of the leases as amended, or the aforesaid affidavit from Seller does not reflect the aforesaid representations and warranties, the Buyer may terminate this Agreement by providing notice to Seller prior to Closing Date, receive a return of the Escrowed Earnest Money, and thereafter be relieved of all obligations under this Agreement except for those provisions that expressly survive.

Seller acknowledges that Purchaser is a public entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes), which mandates that public records be made available to any requestor for inspection and copying. Leases, lease amendments, related documents and other documents related to this transaction when provided to the City constitute public records.

**8. Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Closing Agent the following documents and instruments, duly executed by or on behalf of Seller:

(i) a special warranty deed (that is, a deed containing warranties of title as to matters arising by, through or under Seller, but not otherwise) (the “**Deed**”), conveying the Property to Buyer;

(ii) a seller’s affidavit with respect to the Property, limited to the actual knowledge of Seller, concerning improvements or repairs made on the Property within the applicable inchoate lien period in the State of Florida and the absence of legal proceedings against Seller and such other matters reasonably required by the Title Company;

(iii) a certificate and affidavit of non-foreign status;

(iv) a completed 1099-S request for taxpayer identification number and certification and acknowledgment; and

(v) evidence reasonably satisfactory to Title Company that Seller, and the entities and individuals executing the foregoing documents on behalf of Seller,

have authority to execute such documents and to consummate the purchase and sale of the Property pursuant to this Agreement.

(vi) such other documents as are reasonably required by the Escrow Agent/Closing Agent or Title Company.

(b) Buyer shall pay the Purchase Price as adjusted pursuant to this Agreement to the Closing Agent for subsequent disbursement to the Seller in accordance with the provisions of this Agreement.

**9. Costs of Closing.** Seller shall bear and pay Seller's attorneys' fees, documentary stamp taxes on the deed and the base premium for the owner's policy of title insurance issued in favor of Buyer. All other costs and expenses of this transaction (including, without limitation, all recording costs, the costs of the Survey, the premiums for any endorsements to the owner's policy of title insurance issued in favor of Buyer insuring Buyer's title to the Property, and Buyer's attorneys' fees) shall be borne and paid by Buyer.

**10. Disclaimer of Warranties.** EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THIS AGREEMENT, SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISION, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THIS AGREEMENT, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY SOLID, TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY (COLLECTIVELY, THE "**DISCLAIMED MATTERS**"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL

CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND PROPOSED OR PENDING ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED, AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY “AS IS”, “WHERE IS”, AND WITH ALL FAULTS, AND, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THIS AGREEMENT, THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **SECTION 10**, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO: (i) THE DISCLAIMED MATTERS; (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT; (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980; AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS **SECTION 10** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT. ANY MATTERS THAT SELLER INTENTIONALLY CONCEALS FROM BUYER ARE NOT COVERED BY THE FOREGOING LANGUAGE.

**11. Possession at Closing.** Seller shall surrender and provide possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

**12. Remedies.**

(a) If any circumstance or condition exists after the Due Diligence Date which constitutes a material default by Buyer under this Agreement, then: (i) Seller’s duties and obligations under this Agreement, including without limitation Seller’s duty and obligation to sell the Property to Buyer pursuant to this Agreement, shall terminate; (ii) the Preliminary Deposit shall be retained by Seller; and (iii) the Escrowed Earnest Money shall be delivered to and retained by Seller as Seller’s full liquidated damages for such default. The parties acknowledge that Seller’s actual damages in the event of a default by Buyer will be difficult to ascertain, and that such liquidated damages represent the parties’ best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Buyer, and Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller’s actual damages exceed the amount which is herein provided to Seller as full liquidated damages or, except as

otherwise provided, to sue Buyer for any other purposes; **provided, however,** that the foregoing liquidated damages and waiver of right to sue shall not apply to any duty, obligation, liability or responsibility which Buyer may have under any indemnification provision herein that expressly survives termination or closing.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a material default by Seller under this Agreement, Buyer, as its sole and exclusive remedies, may exercise the following additional rights and remedies:

(i) Buyer shall have the right to terminate this Agreement, in which event the Escrowed Earnest Money shall be promptly refunded to Buyer, and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void; and

(ii) if, and only if, Seller fails or refuses to convey the Property to Buyer as required by this Agreement, then Buyer shall have the right to sue Seller for specific performance of this Agreement, or Buyer shall have the right to sue Seller to collect actual monetary damages, **provided, however,** that in the event that Buyer elects to seek to recover damages from Seller on account of any default by Seller under this Agreement, Seller's liability to Buyer for all damages, of any nature whatsoever, shall not exceed the lesser of Buyer's actual damages or Five Hundred Thousand Dollars (\$500,000.00) and Buyer shall not claim, sue for or accept an award for more than the maximum amount of damages hereinabove set forth on account of or in connection with this Agreement or any default by Seller under this Agreement, and **provided further, however,** that in no event and under no circumstances shall Seller be liable for any consequential, special, exemplary, punitive or other similar damages, and the right to recover the same is hereby expressly waived by Buyer. Provided, further, however, that in the event that Seller's refusal or inability to convey the Property at Closing is as a result of the Seller's intentional breach of this Agreement by its sale of the Property to another party, the aforementioned \$500,000 limitation shall not apply.

### **13. Risk of Loss; Damage or Destruction.**

(a) Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. If any portion of the Property is damaged or destroyed by casualty prior to Closing, Seller shall give Buyer written notice within **five (5) days** thereof. If any portion of the Property is damaged or destroyed by casualty and Buyer has received notice thereof at least fifteen (15) days before the Due Diligence Date, and Buyer does not elect to terminate this Agreement, then Buyer shall have no right to terminate this Agreement by reason of such damage or destruction. If any material portion of the Property is damaged or destroyed by casualty and Buyer has not received written notice thereof at least fifteen (15) days before the Due Diligence Date and prior to Closing,

Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such casualty, in which event the Escrowed Earnest Money shall be refunded to Buyer promptly upon request, and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void. In the event of non-material damage after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction and the parties shall proceed as provided in subsection (b) below.

(b) If any portion of the Property is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller on or before the Closing Date with respect to such casualty (net of costs and expenses of collection and amounts expended by Seller prior to Closing for repair or restoration of the Property); and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

#### **14. Condemnation.**

(a) In the event of commencement of eminent domain proceedings respecting any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice thereof. If all or any part of the Property is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, and Buyer has received notice thereof at least fifteen (15) days before the Due Diligence Date and Buyer does not elect to terminate this Agreement pursuant to **Section 4**, then Buyer shall have no right to terminate this Agreement by reason of such taking. If all or any material part of the Property is taken by eminent domain proceedings or if there is the commencement or bona fide threat of the commencement of any such proceedings after fifteen (15) days before the Due Diligence Date and prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such taking, in which event the Escrowed Earnest Money shall be refunded to Buyer promptly upon request, and, except as otherwise expressly provided in **Section 18**, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Property after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such taking. Notwithstanding anything in this paragraph to the contrary, in no event shall Buyer have the right to terminate this Agreement as a result of eminent domain proceedings undertaken by Buyer.

(b) If all or any part of the Property is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller on or before the Closing Date with respect to any taking (net of costs and expenses of collection and amounts expended



by Seller prior to Closing for repair or restoration of the Property); and **(ii)** at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking.

**15. Information Delivered to Seller.** If the purchase and sale of the Property is not consummated in accordance with this Agreement, other than by reason of a default by Seller hereunder, Buyer shall within ten (10) days after the earlier of (i) the date that Buyer terminated this Agreement or (ii) the date the Closing was to occur, deliver to Seller, at Buyer's cost and expense and at no cost or expense to Seller: **(i)** a list setting forth the names of all persons or entities, with the exception of Buyer, its employees and counsel, who conducted investigations, examinations, tests or inspections of or with respect to the Property on behalf of or at the instance of Buyer; **(ii)** all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with such investigations, examinations, tests or inspections except for those generated, collected, prepared or compiled by Buyer, its employees or counsel; and **(iii)** an instrument in form and substance reasonably satisfactory to Seller transferring and assigning to Seller all of Buyer's rights, title and interest in or to the materials described in **clause (ii)**, above.

**16. Assignment.** This Agreement may not be assigned by Buyer without the prior written consent of Seller, which consent may be granted or withheld by Seller in its sole discretion, except that Buyer may assign this Agreement to an entity that is wholly owned by Buyer. In order for any assignment approved by Seller to be effective, Buyer must give Seller written notice of such assignment not fewer than **fourteen (14) days** prior to the Closing Date. Furthermore, in order to be effective, such notice shall: **(i)** set forth the correct name and signature block of any assignee; and **(ii)** include a copy of the agreement assigning Buyer's interest in this Agreement to such assignee. In the event of an assignment of this Agreement by Buyer, both Buyer and any assignee shall be jointly and severally liable to Seller for all covenants, agreements, duties and obligations of Buyer under this Agreement, whether arising before or after such assignment, or before or after Closing.

**17. Sales Commissions.** Seller and Buyer each represent and warrant to the other that each has not used or dealt with any broker or finder in connection with the sale of the Property. Seller and Buyer each hereby agree to indemnify the other against claims by any brokers or finders for any commissions, fees, compensation or other reimbursements arising out of the indemnifying party's acts or omissions. This Section 17 survives termination of this Agreement and Closing.

**18. Survival.** Except for those provisions of this Agreement that expressly provide for survival and all express representations and warranties by Seller, this Agreement and the provisions therein shall **not** survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price nor survive the termination of this Agreement.

**19. Buyer's Approvals.**

**(a)** Seller acknowledges that Buyer may wish to obtain from appropriate governmental authorities certain authorizations, consents or approvals for the conveyance of the Property to Buyer pursuant to this Agreement or in connection with Buyer's

proposed development of the Property (collectively, “**Buyer’s Approvals**”). At Buyer’s request, Seller shall cooperate with Buyer in connection with Buyer’s efforts to obtain Buyer’s Approvals, but Seller shall not, in connection therewith, in any event, be required or obligated to:

- (i) incur any expense;
- (ii) file any suit or become a party to any proceeding in any court or before any governmental agency or other governmental authority;
- (iii) join as a party to any application by Buyer for any of Buyer’s Approvals (provided, however, that Seller shall execute such consents of Seller, as the owner of title to the Property, which may be required by applicable governmental requirements in connection with Buyer’s applications for Buyer’s Approvals, so long as, by executing such consent, Seller does not become a party to, or otherwise become a participant in, such application or application process; provided, further, however, that Buyer shall submit the proposed form of such consent, application, and any supporting documentation at least **ten (10) days** prior to the date such application must be submitted to a governmental entity);
- (iv) take any action with respect to any Buyer’s Approval that does not or will not comply with the terms and conditions of **Section 19(b)**;
- (v) join as a party to or execute any plat submitted or required in connection with Buyer’s Approvals;
- (vi) grant any easements or other rights over any property of Seller other than the Property; or
- (vii) otherwise become a participant in obtaining any Buyer’s Approvals (it being the intent of this **Section 19** that Seller’s actions with respect to Buyer’s Approvals be limited to only such ministerial assistance as is required of Seller by applicable governmental requirements which cannot be lawfully provided by parties other than Seller).

Buyer agrees that no consent or other cooperation provided by Seller in connection with Buyer’s Approvals shall relieve Buyer of any responsibility or liability of Buyer pursuant to **Section 19(b)**. Furthermore, notwithstanding any provision of this Agreement, Buyer shall not have the right to file any application with any governmental agency or governmental authority for a rezoning of the Property or for any similar governmental action or entitlements.

(b) Buyer expressly covenants and agrees that all applications for Buyer’s Approvals filed prior to Closing shall provide that Buyer’s Approvals shall become effective only upon Buyer’s actual acquisition of the Property and shall not create any restriction or encumbrance on, or otherwise affect, any other property of Seller; and Buyer shall take all steps as shall be necessary to insure that any Buyer’s Approvals obtained by Buyer prior to Closing: (i) become effective only upon the actual acquisition of the

Property by Buyer; (ii) provide that they shall become null and void in the event that Buyer does not actually acquire the Property; and (iii) do not create any restriction or encumbrance on, or otherwise affect, any property of Seller other than the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Approvals, including, without limitation, the failure of Buyer to comply with the provisions of this **Section 19** or the failure of any of Buyer's Approvals to satisfy the conditions of this **Section 19(b)**. The indemnification provisions set forth in this paragraph 19(b) survive termination of this Agreement and Closing.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to grant any consent, or otherwise take any action, in connection with Buyer's Approvals if Seller, in its sole discretion, determines that such consent or other action by Seller will constitute the undertaking of pre-development activities by Seller with respect to the Property, including, without limitation, rezoning, subdivision or development activities.

**20. Seller Liability. ANY PARTY SEEKING TO ENFORCE ANY DUTY, OBLIGATION, LIABILITY OR RESPONSIBILITY OF SELLER ARISING UNDER THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY SHALL RELY ON AND LOOK SOLELY TO SELLER, THE PROPERTY AND/OR THE PROCEEDS THEREOF. NONE OF THE PARTIES COMPOSING SELLER SHALL HAVE ANY LIABILITY FOR THE PERFORMANCE OF ANY DUTIES OR OBLIGATIONS OF SELLER UNDER THIS AGREEMENT BEYOND ITS INTEREST IN THE PROPERTY AND THE PROCEEDS THEREOF. BUYER WILL NOT SEEK TO ENFORCE ANY JUDGMENT OBTAINED BY BUYER AGAINST SELLER AGAINST ANY PROPERTY OF ANY PARTY COMPOSING SELLER OTHER THAN ITS INTEREST IN THE PROPERTY AND THE PROCEEDS THEREOF, AND BUYER SHALL LOOK SOLELY TO, AND RELY SOLELY ON SELLER, THE PROPERTY AND THE PROCEEDS THEREOF AND UPON THE PARTIES COMPRISING SELLER TO THE EXTENT OF THEIR INTERESTS IN THE PROPERTY OR PROCEEDS THEREOF FOR ENFORCEMENT AND SATISFACTION THEREOF.**

**21. General Provisions.**

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be either (i) delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, in each instance to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith; or (ii) shall be transmitted by electronic mail to the electronic mail addresses for each party set forth below their respective executions hereof, or to such other electronic

mail addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; those given by facsimile shall be deemed given on the date of facsimile transmittal; and those given by electronic mail shall be deemed given on the date of electronic mail transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address, facsimile number or electronic mail address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, on the date of facsimile transmittal, or on the date of electronic mail transmittal, as the case may be.

(b) **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(c) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(d) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(e) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(f) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(h) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(i) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(j) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

(k) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained in this Agreement, and this Agreement contains the sole and entire understanding between Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

(l) **Counterparts; Facsimile and PDF as a Writing.** This Agreement may be executed in any number of counterparts, and it shall not be necessary that the signatures of the parties hereto be contained on any one counterpart hereof. Additionally: (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) electronic delivery of signature (i.e., transmission by any party of his, her or its signature on an original or any copy of this Agreement by facsimile or by electronic mail over the internet in electronic format (e.g., so-called "PDF" or "portable document format")) shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same instrument. Notwithstanding any statutory or decisional law to the contrary, notices and documents delivered by electronic delivery (i.e., transmission by facsimile or by electronic mail over the internet in electronic format (e.g., so-called "PDF" or "portable document format")) shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(m) **Attorneys' Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party. The phrase "prevailing

party” shall mean the party who receives substantially the relief desired, whether by dismissal, summary judgment, judgment, settlement, or otherwise.

(n) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(o) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. Furthermore, Buyer specifically acknowledges that Baker & Hostetler LLP has acted as legal counsel solely for Seller and not in any way for Buyer in connection with the preparation, negotiation, execution, delivery, and implementation of this Agreement, and that Seller and Baker & Hostetler LLP have advised and requested that Buyer obtain legal counsel of Buyer’s choice with respect to this Agreement. Buyer represents and warrants that Buyer has either obtained such counsel or has voluntarily elected not to obtain such counsel.

(p) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party’s having or being deemed to have prepared or imposed such provision.

(q) **No Lien.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

(r) **No Recording.** In no event shall this Agreement or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Agreement by Buyer.

(s) **Buyer’s Obligations.** Buyer’s obligations under this Agreement are contingent upon this Agreement being approved by the Winter Park City Commission at its City Commission meeting to be held on November 13, 2024. If the Winter Park City Commission approves this Agreement, then this Agreement shall be executed by Buyer and delivered to Seller on or before November 18, 2024. If Buyer does not deliver a signed copy of this Agreement to Seller on or before November 18, 2024, this Agreement shall terminate and be of no further force or effect.

**22. Additional Provisions.** The additional provisions, if any, are set forth on **Exhibit D** attached hereto. In the event of any conflict between any additional provisions set forth on **Exhibit D** hereto and the provisions of the body of this Agreement, the additional provisions on **Exhibit D** shall control.

**23. No Offer.** Buyer acknowledges and agrees that the submission of this Agreement to Buyer shall not and does not constitute an offer to sell the Property. Buyer and Seller agree that

there can be no agreement for the purchase and sale of the Property until all parties hereto have signed, delivered, and accepted this Agreement.

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

**25. Radon Gas.** 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 the Orange County health department.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, sealed and delivered, all as of the Effective Date.

**SELLER:**

Fairbanks Village LLC,  
a Florida limited liability  
company

By: Westmont LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Marvin M. Shapiro, Manager

Date Executed: November \_\_, 2024

Initial address for notices:

923 N. Pennsylvania Avenue  
Winter Park, Florida 32789  
Attention: Marvin M. Shapiro  
Telephone No.: (407) 628-8488  
Email Address: [mshapiro@avantiprop.com](mailto:mshapiro@avantiprop.com)

With a copy to:

Spottswood, Spottswood, Spottswood & Sterling  
PLLC  
500 Fleming Street  
Key West, Florida 33040  
Attention: Robert Gebaide  
Telephone Number: (407) 620-0572  
Email Address: [rgebaide@spottswoodlaw.com](mailto:rgebaide@spottswoodlaw.com)



**BUYER:**

The City of Winter Park, Florida,  
a municipal corporation of the State of Florida

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

Date Executed: November \_\_\_\_, 2024

Initial address for notices:

401 South Park Avenue  
Winter Park, Florida 32789  
Attention: Randy Knight, City Manager  
Telephone No.: (407) 599-3235  
Email Address: [Rknight@cityofwinterpark.org](mailto:Rknight@cityofwinterpark.org)

With a copy to:

Fishback Law Firm  
1947 Lee Road  
Winter Park, Florida 32789  
Attention: A. Kurt Ardaman, Esquire and Mark F.  
Ahlers  
Telephone No.: (407) 262-8400  
Email Addresses: [ardaman@fishbacklaw.com](mailto:ardaman@fishbacklaw.com) and  
[mfa@fishbacklaw.com](mailto:mfa@fishbacklaw.com)

S:\AKA\CLIENTS\Winter Park\Fairbanks Village, LLC, pf W600-26100\PSA - Fairbanks Village (2024) (MFA clean 11.7.24).docx

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**ESCROW AGENT ACKNOWLEDGMENT**

Escrow Agent acknowledges receipt of the Initial Escrowed Earnest Money, and agrees to hold and disburse the Escrowed Earnest Money in accordance with the terms and conditions of this Agreement.

**ESCROW AGENT:**

Fishback Dominick LLP

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

Initial address for notices:

1947 Lee Road  
Winter Park, Florida 32789  
Attention: A. Kurt Ardaman  
Telephone No.: (407) 262-8400  
Email Address: [ardaman@fishbacklaw.com](mailto:ardaman@fishbacklaw.com)

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

#### **LEGAL DESCRIPTION**

Lot 6, 7, 8, 9, 10, 21 and 22, Block 2, Lake Island Estates, according to the map or plat thereof, as recorded in Plat Book M, Page(s) 95, of the Public Records of Orange County, Florida.

Together with

The South Half of vacated alley abutting the North lines of Lots 8, 9 and 10, Block 2, and all vacated alley between Lots 6, 7, 21 and 22, Block 2 of Lake Island Estates, according to the map or plat thereof, as recorded in Plat Book M, Page(s) 95, of the Public Records of Orange County, Florida, as vacated in Ordinance No. 2136, recorded March 21, 1996, in Official Records Book 5029, page 3348, Public Records of Orange County, Florida.

**EXHIBIT B**  
**WIRING INSTRUCTIONS**

**ESCROW AGENT:**

Account Name: Fishback Law Firm  
Account Number: 1604000008  
Bank: Seacoast National Bank  
ABA Routing No.: 067005158  
Notify: Kurt Ardaman, Esquire  
Notation: W600-26100

**SELLER:**

Account Name: Fairbanks Village LLC  
Account Number: For credit to Account No. 5011329720  
Bank: One Florida Bank  
33 W Pineloch Ave., Suite A  
Orlando, FL 32806  
ABA Routing No.: 063292855  
Notify: Bernadette Sostillio – bsostillio@avantiprop.com  
Notation: \_\_\_\_\_

## EXHIBIT C

### SCHEDULE OF ADDITIONAL PERMITTED TITLE EXCEPTIONS

8. Matters appearing on the plat of LAKE ISLAND ESTATES recorded January 15, 1926 in Plat Book M, Page(s) 95, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".
9. Distribution Easement in favor of Florida Power Corporation recorded January 21, 1983 in Book 3342, Page 2370.
10. Distribution Easement in favor of Florida Power Corporation recorded January 21, 1983 in Book 3342, Page 2372.
11. Distribution Easement in favor of Florida Power Corporation recorded April 29, 1986 in Book 3778, Page 1052.
12. Parking and Access Easement in favor of Michael J. Yebba and Ana M. Yebba, his wife recorded September 30, 1992 in Book 4467, Page 2397.
13. Utility Easement in favor of the City of Winter Park contained in Ordinance No. 2130 recorded March 21, 1996 in Book 5029, Page 3348.
14. Stormwater Drainage and Retention Easement Agreement in favor of the City of Winter Park recorded May 23, 2013 in Book 10574, Page 6441.
15. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

## **EXHIBIT D**

### **ADDITIONAL PROVISIONS**

1. **References.** References in this **Exhibit D** to “Sections” are references to the Sections of the body of this Agreement. References in this **Exhibit D** to “Paragraphs” are references to the Paragraphs of this **Exhibit D**.

2. **Survey.**

(a) On or before the date that is **forty-five (45) days** after the Effective Date, Buyer **may elect to** cause a surveyor selected by Buyer, properly licensed under the laws of the State of Florida, to prepare a current survey of the Property; and

(b) The Survey shall: (i) depict the number of acres contained within the boundaries of the Property to the nearest 100<sup>th</sup> of an acre; (ii) be certified to both Buyer and Seller; and (iii) conform to the criteria for the Property set forth and depicted on **Exhibit A**.

(c) Whether or not a survey is obtained pursuant to Paragraph 1(a), Seller will convey the Property using the legal description attached hereto as **Exhibit A**.

(d) If the survey discloses encroachments on the Land or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer shall deliver written notice of such matters, together with a copy of the survey, to Seller at the same time as delivery of Buyer’s Initial Notice (as defined in Section 7(b) of the Agreement. If Buyer timely delivers such notice and survey to Seller, such matters identified in the notice and survey shall constitute and be treated in the same manner as title objections pursuant to Section 6 of this Agreement.

3. **Escrow Agent.**

4. **The following supplements Paragraph 5(c) of the Agreement:**

(a) In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for damages, losses or expenses, except for gross negligence or willful misconduct, and Escrow Agent shall accordingly, and without limitation, not incur any such liability with respect to: (i) any action taken or omitted in good faith; or (ii) any action taken or omitted in reliance upon any notice or instruction relating to this Agreement, not only as to the due execution and validity and effectiveness of such writing, but also as to the truth and accuracy of any information contained therein.

(b) Buyer and Seller shall and hereby do indemnify, defend, and hold harmless Escrow Agent against and in respect of any and all losses, claims, damage, liabilities, and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon Escrow Agent or incurred by Escrow Agent hereunder or in the performance of its duties as Escrow Agent hereunder (except in connection with

Escrow Agent's misconduct or negligence, or by Escrow Agent's negligent mishandling of funds), including any litigation arising from this Agreement or involving the subject matter hereof.

(c) If Escrow Agent is unable to determine the sufficiency or authenticity of any consent or document delivered to it purportedly to satisfy any of the conditions set forth herein or for any other reason, or if Escrow Agent shall not deem itself able to satisfy its obligations hereunder, or if inconsistent demands are made on Escrow Agent, or if any disputes arise as to the application of the funds and documents held by Escrow Agent, Escrow Agent shall be entitled, with no liability for failure to do so: (i) to tender into the registry or custody of any court of competent jurisdiction in Orange County, Florida, of any funds held by it, together with such legal pleadings or other documents as Escrow Agent may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties, liabilities and obligations under this Agreement; or (ii) to retain such funds and documents until resolution of such dispute or inconsistent demands.

**5. Improvements.** If any street improvements, or other on-site or off-site improvements, or right-of-way dedications, school, park or other dedications, or any commitments with respect to any of the foregoing matters are required in order for Buyer to obtain building or development approvals for the Property, Buyer acknowledges that Buyer shall be solely responsible for such improvements, right-of-way dedications, and commitments.

**EXHIBIT E**

***Option 2***

| <b>Property</b> | <b>Date<br/>Current<br/>Term Ends</b> | <b>Extensions<br/>Remaining</b> | <b>End Date of<br/>All Extensions</b> |
|-----------------|---------------------------------------|---------------------------------|---------------------------------------|
| 1               |                                       |                                 |                                       |
| 2               |                                       |                                 |                                       |
| 3               |                                       |                                 |                                       |
| 4               |                                       |                                 |                                       |
| 5               |                                       |                                 |                                       |
| 6               |                                       |                                 |                                       |

**Total Monthly Rent - all properties**

**Total Monthly CAM Charges - all  
properties**

|  |
|--|
|  |
|  |

**Total Monthly Rental and Total Monthly CAM Charges are provided for the month of \_\_\_\_\_, 202\_\_\_\_. The information provided hereon is certified by Seller as true and correct as of \_\_\_\_\_, 202\_\_\_\_.**



**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

November 13, 2024

**prepared by**

Allison McGillis, Director of Planning and Zoning

**approved by****subject**

Request of Benjamin Partners, LTD for:

- Ordinance 3323-24 amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (2nd Reading)
- Ordinance 3324-24 amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) District Zoning to Orange County Planned Development (OC PD) District Zoning on the property located at 1251 Lewis Drive, more particularly described herein, providing for severability, conflicts and an effective date. (2nd Reading)

**motion | recommendation**

Planning & Zoning Board recommendation is for approval of the Ordinances.

**background**

This public hearing is to re-designate 1251 Lewis Drive, which was recently purchased by the master developer of the Ravaudage Planned Development, from Low Density Residential (R-2) zoning and Low Density Residential Future Land Use to Orange County Planned Development (OC PD) zoning and Future Land Use. The Comprehensive Plan provides via Policy 1-M-6 (below) that when out-parcels are added to the Ravaudage development, they may be granted the same Future Land Use and zoning designations as the entire project.

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

The City does not have a Planned Development Future Land Use designation or Planned Development (PD) zoning that approximates the Orange County PD designations. In the Ravaudage Annexation Agreement and the Comprehensive Plan, the use of the Orange County land use designations is provided for.

This property at 1251 Lewis Drive is a single lot that measures 75 feet along Lewis Drive and is 132.5 feet deep, which equates to a lot area of 9,937 square feet. The maximum residential unit density for Ravaudage is 14.76 dwelling units per acre, and the maximum commercial density (or floor area ratio) is 100%. Thus, adding this property to the PD boundary, results in three (3) additional units and 9,937 square feet of added commercial entitlements.

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

## **alternatives | other considerations**

## **fiscal impact**

## **attachments**

1. Ord. 3323-24 Future Land Use 1251 Lewis Drive
2. Ord. 3324-24 Zoning 1251 Lewis Drive
3. 1251 Lewis Dr Location Map
4. Aerial Map

## **ORDINANCE 3323-24**

### **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO ORANGE COUNTY PLANNED DEVELOPMENT FUTURE LAND USE ON THE PROPERTY AT LOCATED AT 1251 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the City Commission intends to amend its Comprehensive Plan Future Land Use Map to recognize the addition of 1251 Lewis Drive to the Ravaudage Planned Development, as is consistent with the policies of the Comprehensive Plan, and

**WHEREAS**, this change of future land use designations is being accomplished via a Comprehensive Plan future land use map designation small-scale amendment to the Comprehensive Plan, and

**WHEREAS**, on October 1, 2024, the Planning and Zoning Board held a public hearing on the proposed future land use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

**WHEREAS**, the amendment of the Comprehensive Plan Future Land Use Map meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

### **NOW THEREFORE BE IT ENACTED, AS FOLLOWS:**

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change from a Low Density Residential future land use designation to an Orange County Planned Development future land use designation on the property located at 1251 Lewis Drive and more particularly identified with Orange County Parcel ID# 01-22-29-3712-12-120 and further identifies as Lot 12 and the north half of Lot 13, Block M, Home Acres subdivision as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida.

**SECTION 2.** This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining compliance pursuant to Chapter 163, Florida Statutes.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 13th day of November, 2024.

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Mayor Sheila DeCiccio

Attest:

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Rene Cranis, City Clerk

## **ORDINANCE 3324-24**

### **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM LOW DENSITY RESIDENTIAL (R-2) ZONING TO ORANGE COUNTY PLANNED DEVELOPMENT (OC-PD) ZONING ON THE PROPERTY AT 1251 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the City Commission intends to amend the zoning designation on 1251 Lewis Drive in conformance with the Comprehensive Plan future land use designation of said property, and

**WHEREAS**, on October 1, 2024, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

**WHEREAS**, the City Commission finds that the zoning set forth herein is consistent with the Comprehensive Plan and land development regulations for the public safety uses intended, and

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

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of Low Density Residential (R-2) District to Orange County Planned Development (OC-PD) district zoning on the property at 1251 Lewis Drive, more particularly identified with Orange County Parcel ID# 01-22-29-3712-12-120 and further identifies as Lot 12 and the north half of Lot 13, Block M, Home Acres subdivision as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida.

**SECTION 2.** This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Planned Development future land use.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 13<sup>th</sup> day of November, 2024.

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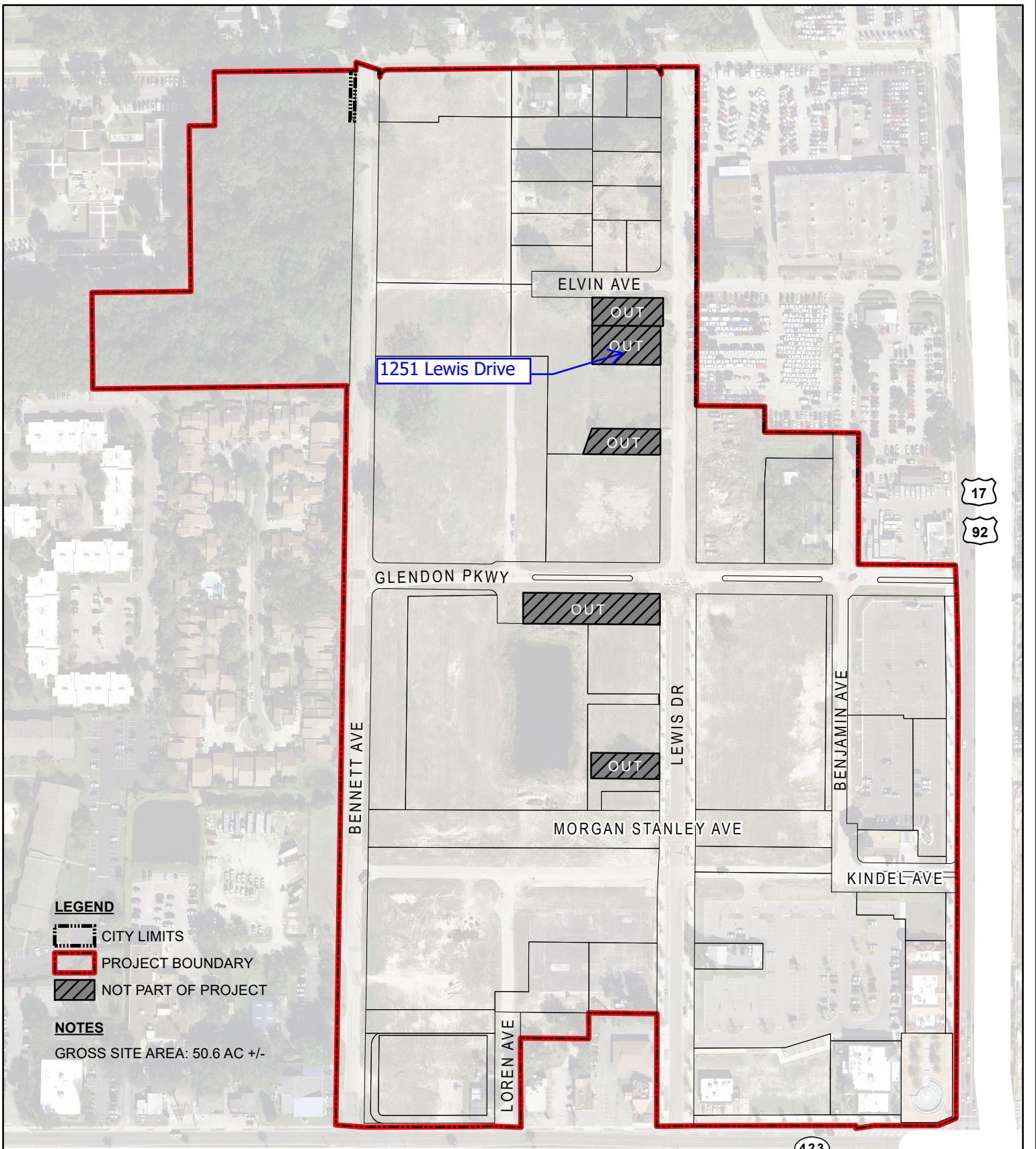
Mayor Sheila DeCiccio

Attest:

---

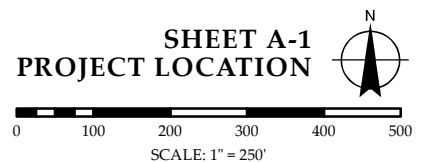
Rene Cranis, City Clerk



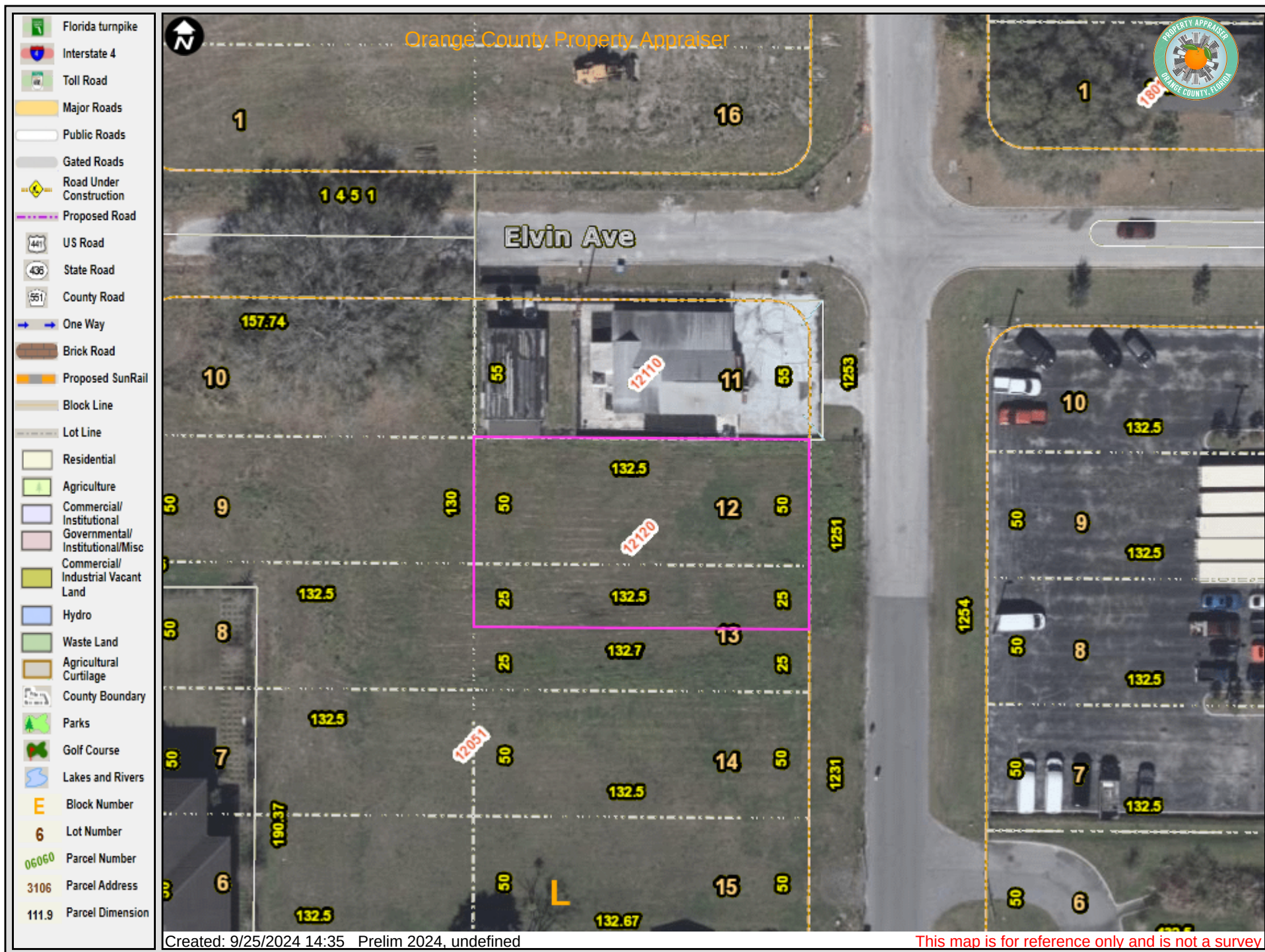


# **RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA**

**SHEET A-1  
PROJECT LOCATION**







**item type**

Public Hearings: Non Quasi-Judicial Matters

**meeting date**

November 13, 2024

**prepared by**

Jeffrey Briggs

**approved by****subject**

Ordinance 3325-24 - authorizing the sale of the East 20 feet of 1530 Drum Street. (2nd Reading)

**motion | recommendation**

Staff recommendation is for approval.

**background**

The City of Winter Park owns a vacant 75-foot-wide lot at 1530 Drum Street that is used solely for drainage conveyance of the streets in the adjacent neighborhood to the adjoining wetland. The owners of the adjacent vacant property at 1550 Drum Street are requesting to purchase the adjoining east 20 feet of the city's property. Their proposal is to use that 20 feet along with their 75-foot-wide vacant lot to build a new single family home. Their proposal also offers a renewal of the remaining 55 feet of city property with new landscaping, planting of new native trees, revitalizing the drainage channel into a scenic water feature, and the maintenance of the same from this date forward. The Pappas family, who own the adjacent vacant lot, will fund these improvements, the future maintenance, and make an additional \$36,352 payment to the city in exchange for the sale of the 20 feet of the 1530 Drum Street city lot to the Pappas family, to be joined with the adjacent buildable lot at 1550 Drum Street.

**History**

Thomas Pappas purchased 1570 Drum Street, one of the original 1960's ranch houses in Winter Park, in 2000, as well as the adjacent vacant lot at 1550 Drum Street to its west. Further west, the lot at 1530 Drum Street is owned by the City of Winter Park and has no improvements other than a roughed-in drainage ditch, a concrete spillway from the street, and a pile of sandbags to help prevent erosion. Over the 24-year period of owning 1550 and 1570 Drum Street, Thomas Pappas has maintained the landscaping on the city property at 1530 Drum Street. At no time in those 24 years has the city needed to pay for landscaping services on that property, saving the city roughly \$16,000.

**Today**

The current city-owned lot at 1530 Drum Street is unused and unusable. The drainage ditch is

unsightly, invasive plants and trees have taken over parts of the lot, and the neighborhood largely ignores the area. The neighbors to the west, at 1510 Drum Street, have blocked their view of this lot by planting a continuous hedge of podocarpus along the property line. The lot occasionally accumulates trash which the Pappas family cleans up, and the lot has no natural beauty to contribute to the neighborhood around it.

Thomas Pappas would like to allow his daughter, Fay Olga Pappas, to build a new home on the expanded 1550 Drum Street. The new home is a classic New England-style two-story house, and includes master suites for Fay and her husband Ken, Fay's parents, Thomas and Kiki, and Ken's parents as well. To facilitate keeping the whole family together and in Winter Park, Thomas would like to purchase 20 feet of the unbuildable drainage lot and add it to 1550 Drum Street. In exchange, the Pappas family will redevelop the landscaping of the remaining city property entirely with invasive species to be removed. Sandbags are to be replaced with attractive bouldering surrounded by beautiful native Florida Muhly, Pickerel, and Fakahatchee grasses. New bald cypress, live oak, and holly trees will replace the scrub and invasive plants there now. Bahia grass will cover the rest of the property. Lastly, Thomas and Fay Pappas will:

- Pay \$36,352.00 to the City of Winter Park,
- Certify both their existing property at 1550 Drum Street and the renovated property at 1530 Drum Street as Firefly Habitats through Firefly.org, to create and sustain a healthy habitat for adult and larval fireflies that currently live in the Howell Branch Preserve,
- Agree to maintain the landscaping at the 1530 property in an attractive, clean way for as long as the Pappas family owns the home at 1550 Drum Street.

### **Value of the land**

The city staff valued the property at \$36,352 based on the OCPA land value per square foot. While OCPA can undervalue property versus the market, the added consideration is the \$50,000 to be spent by the Pappas family to landscape the city's remaining property with new trees and landscaping and improvements to the drainage ditch. The Public Works Dept. has determined that they have no use for the 20 feet to be sold and the improvements and cost savings for future maintenance justify the land values. Staff would propose that the proceeds are directed to the Park Acquisition Trust Fund.

## **alternatives | other considerations**

### **fiscal impact**

### **attachments**

1. Ordinance 3325-24 - Sale of 20 Feet of 1530 Drum Street
2. Map and Aerial
3. Existing pictures of the site



4. City Council Proposal for Purchase of 20 Feet
5. Landscape Plan for 1530 Drum Street

## **ORDINANCE 3325-24**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE SALE AND CONVEYANCE OF THE EAST 20 FEET OF 1530 DRUM STREET OWNED BY THE CITY IN CONFORMANCE WITH CITY CHARTER SECTION 2.08 (C) AND SECTION 2.11 OF THE CITY CHARTER, PURSUANT TO THE TERMS APPROVED BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.08 (c) which requires a supermajority vote and Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to sell, convey or authorize by administrative action the conveyance of any lands of the City; and

**WHEREAS**, the City has determined that there is not a municipal use of this 20-feet of property and that the proposed use will be consistent with the single-family district (R-1A) zoning and no variances or any other commitments have been made other than the ability to develop the land in conformance with the normal land development code regulations.

**WHEREAS**, the City Commission finds that the new landscaping and trees to be added to the remaining 55 feet of city property and the improvements to the drainage ditch along with the agreement for perpetual maintenance of the city's 55 feet to be compelling justifications for the \$36,352 to be paid for the 20 feet of land to be sold.

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

**SECTION 1.** The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

**SECTION 2.** The property that is authorized to be conveyed by the City is the property identified as follows:

### **PORTION OF CITY PROPERTY AT 1530 DRUM STREET**

THE EAST 20 FEET OF LOT 18, BLOCK "A" WINTER PARK MANOR SUBDIVISION AS RECORDED IN PLAT BOOK "X", Page 13 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. East 20 feet of Property Tax ID #29-21-30-9422-01-180

**SECTION 3.** The City Commission of the City of Winter Park hereby approves the transfer and conveyance of this property for \$36,352 based upon the commitments for landscape and other improvements to the remaining city property and for the commitment to maintain such landscaping at no cost to the City.

**SECTION 4.** This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.08 (c) and Section 2.11 of the Charter of the City of Winter Park, Florida, for the transfer and conveyance of the property set forth above, and

the City Commission of the City of Winter Park hereby authorizes the Mayor to execute such contract and deed on behalf of the City, as may be required.

**SECTION 5. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 13th day of November, 2024.

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Mayor Sheila DeCiccio

ATTEST:

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City Clerk, Rene Cranis









# Recommendation for the Commission



# Recommendation for the Commission





# Recommendation for the Commission

## Recommendation

The Board recommends that the Commissioners accept a proposal to permit the improvement of 1530 Drum Street, a city owned vacant lot, including a complete renewal of the landscaping, planting of new native trees and other plant life, revitalizing a drainage channel into a scenic water feature, and the maintenance of the same from this date forward. The Pappas family, who own the adjacent vacant lot, will fund this improvement, the future maintenance, and make an additional \$36,000 payment to the city. In exchange, the city agrees to sell 20' of the 1530 Drum Street lot to the Pappas family, to be joined with the adjacent, buildable lot at 1550 Drum Street.

## History

Thomas Pappas purchased 1570 Drum Street, Winter Park, FL 32789, one of the original 1960's ranch houses in Winter Park, in 2000, as well as the adjacent vacant lot at 1550 Drum Street to its west. Further west, the lot at 1530 Drum Street is owned by the City of Winter Park and has no improvement other than a roughed-in drainage ditch, a concrete spillway from the street, and a pile of sandbags to help prevent erosion.

Over the 24-year period of owning 1550 and 1570 Drum Street, Thomas Pappas has maintained the landscaping. As the properties are all connected, he also maintained the landscaping on the city owned property at 1530 Drum Street. At no time in those 24 years has the city needed to pay for landscaping services on that property, saving the city roughly \$16,000.

## Today

The current city-owned lot at 1530 Drum Street is unused, and unusable. The drainage ditch is unsightly, invasive plants and trees have taken over parts of the lot, and the neighborhood largely ignores the area. The neighbors to the west, at 1510 Drum Street, have blocked their view of this lot by planting a continuous hedge of podocarpus along the property line. The lot occasionally accumulates trash which the Pappas family cleans up, and has no natural beauty to contribute to the neighborhood around it.

Thomas Pappas would like to allow his daughter, Fay Olga Pappas, to build a new home on the buildable lot at 1550 Drum Street. The new home is a classic New England style two-story house, and includes master suites for Fay and her husband Ken, Fay's parents Thomas and Kiki, and Ken's parents as well. To facilitate keeping the whole family together and in



# Recommendation for the Commission

Winter Park, Thomas would like to purchase 20 feet of the unbuildable drainage lot and add it to 1550 Drum Street.

In exchange, the Pappas family will redevelop the landscaping of the remaining city property entirely. Invasive species are to be removed. Sandbags are to be replaced with attractive bouldering surrounded by beautiful native Florida Muhly, Pickerel, and Fakahatchee grasses, pictured below. Bald Cypress, Live Oak, and Holly trees will replace the scrub and invasive plants there now. Bahia grass will cover the rest of the property.

Lastly, Thomas and Fay Pappas will:

- Pay \$36,352.00 to the City of Winter Park,
- Certify both their existing property at 1550 Drum Street and the renovated property at 1530 Drum Street as Firefly Habitats through Firefly.org, to create and sustain a healthy habitat for adult and larval fireflies that currently live in the Howell Branch Preserve,
- Agree to maintain the landscaping at the 1530 property in an attractive, clean way for as long as the Pappas family owns the home at 1550 Drum Street.

## Illustration

Here are photos of the existing unimproved city lot at 1530 Drum Street:





# Recommendation for the Commission



# Recommendation for the Commission

A site plan for the proposed improvements is attached to this recommendation as Exhibit A.

Here are images of the plants named in the site plan (and their quantities):

SEVEN (7) ILEXOPACA EAGLESTON (native hollies):



TWO (2) QUERCUS VIRGINIANA (live oaks):



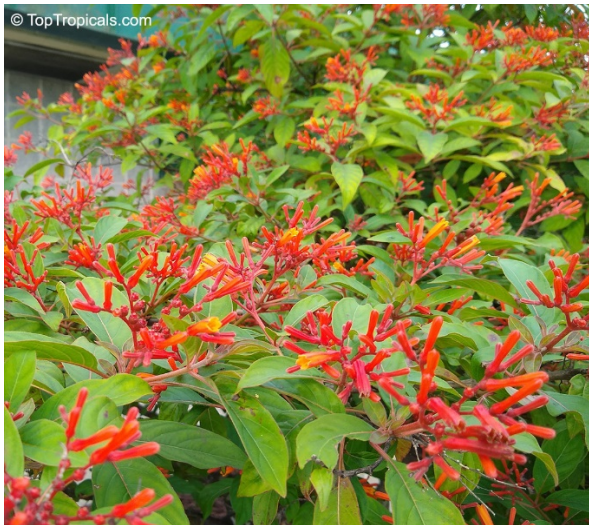


# Recommendation for the Commission

THREE (3) TAXODIUMDISTICHUM (bald cypresses):



THIRTEEN (13) HAMELIAPATENS (fire bushes):



# Recommendation for the Commission

NINETY-EIGHT (98) MUHLENBERGIA CAPILLARIS (muhly grasses)



TWENTY-TWO (22) PONTEDARIA CODATA (pickerel weed)



NINETY-SIX TRIPSACUM FLORIDANUM (dwarf Fakahatchee grass)



# Recommendation for the Commission

BAHIA GRASS "ARGENTINE"



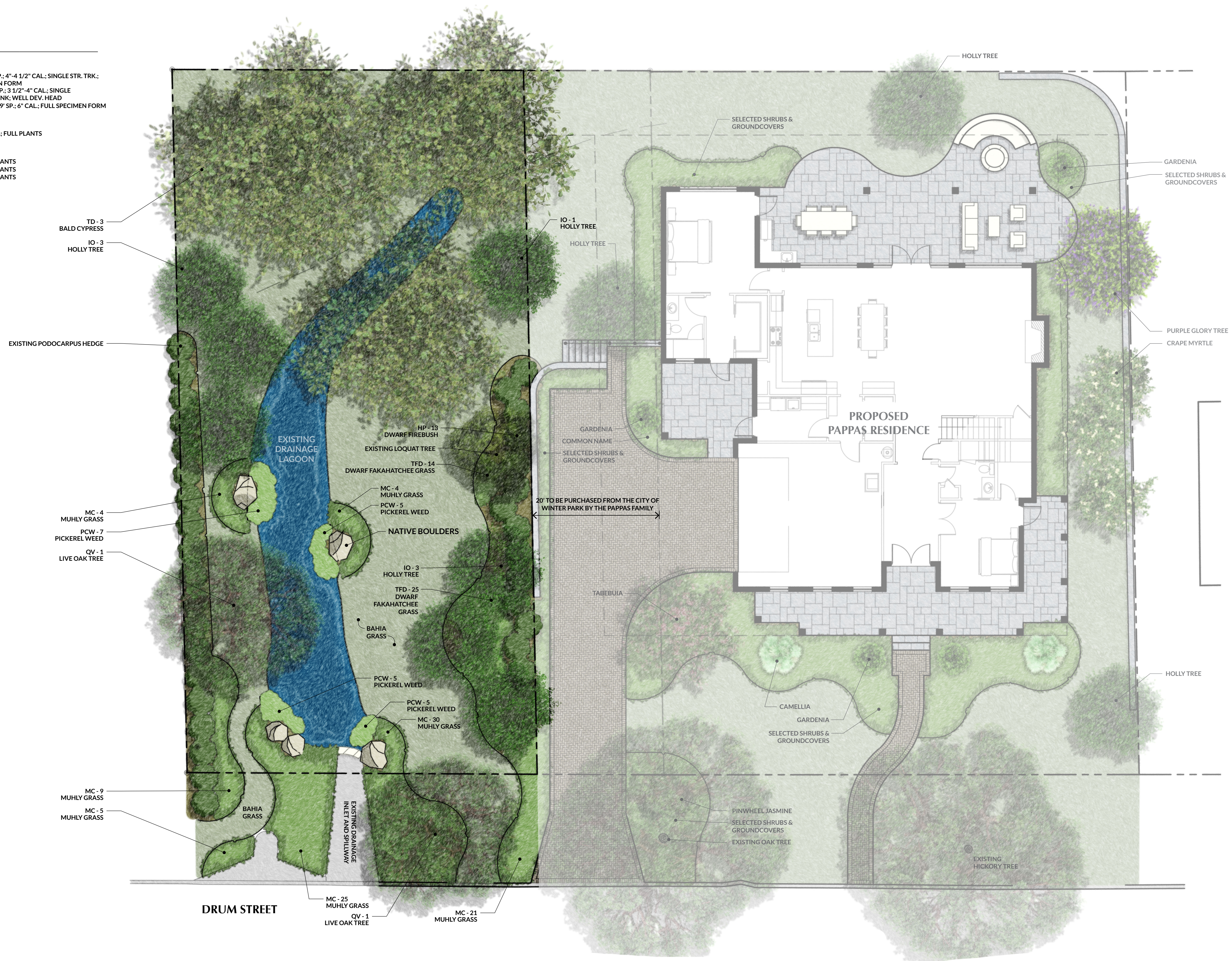
# Recommendation for the Commission

## EXHIBIT A:



PLANT LIST

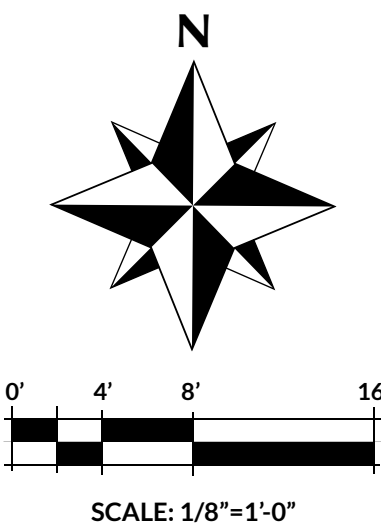
| SYM           | QTY | BOTANICAL               | COMMON                  | OC       | SIZE                                                                       |
|---------------|-----|-------------------------|-------------------------|----------|----------------------------------------------------------------------------|
| TREES         |     |                         |                         |          |                                                                            |
| IO            | 7   | ILEX OPACA 'EAGLESTON'  | HOLLY TREE              | as shown | 12'-14"x6'-7" S.P.; 4"-4 1/2" CAL.; SINGLE STR. TRK.; FULL SPECIMEN FORM   |
| QV            | 2   | QUERCUS VIRGINIANA      | LIVE OAK                | as shown | 14'-16" X 6'-7" SP.; 3 1/2"-4" CAL.; SINGLE STRAIGHT TRUNK; WELL DEV. HEAD |
| TD            | 3   | TAXODIUM DISTICHUM      | BALD CYPRESS            | as shown | 18'-20' HT. x 8'-9" SP.; 6" CAL.; FULL SPECIMEN FORM                       |
| SHRUBS        |     |                         |                         |          |                                                                            |
| HP            | 13  | HAMELIA PATENS          | FIRE BUSH               | 48"      | 7 GAL.; 30" O.A.; FULL PLANTS                                              |
| GROUND COVERS |     |                         |                         |          |                                                                            |
| MC            | 98  | MUHLBERGIA CAPILLARIS   | MUHLY GRASS             | 30"      | 1 GAL.; FULL PLANTS                                                        |
| PCW           | 22  | PONTEDARIA CODATA       | PICKEREL WEED           | 24"      | 1 GAL.; FULL PLANTS                                                        |
| TFD           | 96  | TRIPSACUM FLORIDANUM    | DWARF FAKAHATCHEE GRASS | 18"      | 1 GAL.; FULL PLANTS                                                        |
| SOD           |     | BAHIA GRASS 'ARGENTINE' |                         |          |                                                                            |



Landscape Plan  
CITY OF WINTER PARK 'OPEN SPACE'

Prepared for: The Pappas Family  
Winter Park, Florida

25 September 2024





**item type**

Public Hearings: Non Quasi-Judicial Matters

**meeting date**

November 13, 2024

**prepared by**

Peter Moore, Director of Office of Management and Budget

**approved by****subject**

Ordinance 3326-24 - amending adopted FY 24 Budget (2nd Reading)

**motion | recommendation**

As required by statute, approve the ordinance adopting amendments made to the FY24 budget over the course of the last fiscal year (2023 - 2024).

**background**

The City Commission is required by Statute to approve any budget adjustments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The City has adopted the practice of bringing budget amendments to the City Commission as they arise and then bringing a year-end ordinance adopting all the amendments formally to comply with Statute. Through the receipt of grants or due to a need to revise original revenue estimates the city periodically needs to make changes to stated account revenues and expenditures. This is primarily a housekeeping process and it properly provides departments and divisions with an accurate picture of the funds available to undertake programs and projects. The following attachment highlights the budget amendments (Exhibit A of the Ordinance) that have already been approved by the Commission at prior meetings and now need to be formally adopted through public hearing.

**alternatives | other considerations**

Not approving this would require staff to remove the amendments in the accounting system. It would not affect actual revenues received or expenditures incurred.

**fiscal impact**

None. All the amendments have been previously approved by the Commission or are revenue neutral.

## **attachments**

1. Ord 3326-24 Budget Amendment FY24 year end
2. Budget Amendments Sheet - FY24 YrEnd

## **ORDINANCE 3326-24**

### **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2023 – 2024 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance No. 3216-21, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2023 – 2024; and

**WHEREAS**, the City of Winter Park, Florida desires to amend the Budget and Capital Improvement Program for supplemental appropriations in the amounts identified in Exhibit A; and

**WHEREAS**, Section 166.241(4)(c) Florida Statutes require such a budget amendment be adopted in the same manner as the original budget.

#### **BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA THAT:**

**SECTION 1.** The Budget and Capital Improvement Program for fiscal year 2023 – 2024 is hereby amended by providing for changes identified in Exhibit A.

**SECTION 2.** If any section, subsection, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 3.** In the event of any conflict between the provisions of this Ordinance and any other ordinance, resolution, or portions thereof, the provisions of this Ordinance shall prevail to the extent of such conflict.

**SECTION 4.** The provisions of this Ordinance shall become effective immediately upon passage.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 13<sup>th</sup> day of November, 2024.

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Sheila DeCiccio, Mayor

Attest:

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Rene S. Cranis, City Clerk

Exhibit A

| Item                                 | Amount     | Source Account                                                                                                                               | Source Acct. Name                                                                                                                                                                        | Exp. Account                                                                           | Exp. Acct. Name                                                                                                                                       | Note                                                                                                                                                                                                                                                 | Approval Date                                                           |
|--------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Police Special Detail</b>         | \$ 364,000 | 0010342 342101                                                                                                                               | Police Special Detail - Rev                                                                                                                                                              | 0014104 515020                                                                         | PD Special Detail                                                                                                                                     | Estimates are made to be a wash in the budget however revenues and expenses have exceeded estimates and are being accounted for here.                                                                                                                | 9/11/2024                                                               |
| <b>Tennis Contracted Services</b>    | \$ 80,640  | 0010347 347306                                                                                                                               | Park- Tennis Contracted Svcs                                                                                                                                                             | 0016201 534040<br>0016201 552014<br>0016201 541015<br>0016201 514010<br>0016201 552060 | Other Services- Contractual<br>Operating Supplies- Recreation<br>Comm Services- Equipment Charges<br>Overtime Wages<br>Operating Supplies- Janitorial | Revenues and expenses at the courts are higher than originally estimated. This adjustment allocates the budget appropriately to account for revenues received.                                                                                       | 9/11/2024                                                               |
| <b>Fire Ambulance Transport Fees</b> | \$ 303,000 | 0010342 342601<br>0010342 342602                                                                                                             | Ambulance Transport Fees<br>Ambulance Transport- PEMT                                                                                                                                    | 0015104 534040<br>0015103 515030<br>0015103 514010                                     | Other Services- Contractual<br>Special Pay- Transport Incentive<br>Overtime Wages                                                                     | Ambulance transports have been elevated in FY24 which has resulted in higher revenues and operating costs. 145K will be allocated to "Other Svcs- Contractual", 26K to "Special Pay- Transport Incentive" and the remaining 132K to "Overtime Wages" | 9/11/2024                                                               |
| <b>Fleet Charges</b>                 | \$ 192,000 | 5010341 341200<br>5010341 341201<br>5013041 341202<br>5013041 341203<br>5010341 341204<br>5010341 341205<br>5010341 341206<br>5010341 341207 | ISF Charges- Gen Govt<br>ISF Charges- Public Works<br>ISF Charges- PD<br>ISF Charges- FD<br>ISF Charges- Parks<br>ISF Charges- Stormwater<br>ISF Charges- Water<br>ISF Charges- Electric | 5013202 552010                                                                         | Operating Supplies- General                                                                                                                           | Fleet Revenues will offset spending on Operating Supplies                                                                                                                                                                                            | 9/11/2024                                                               |
| <b>Stormwater Indirect Costs</b>     | \$ 107,750 | 1020329 329101<br>0010386 386102                                                                                                             | License and permit fees<br>Reimburse from Stormwater                                                                                                                                     | 1028502 591701<br>0013110 543030                                                       | Reimburse General Fund<br>Stormwater Bills for City Property                                                                                          | Allocates indirect costs to Stormwater and adjusts budget to pay for stormwater assessments on city property now that the billing is handled through the tax rolls.                                                                                  | Approved as part of the FY24 Budget in the prior fiscal year 09/27/2023 |
| <b>Seven Oaks Park</b>               | \$ 250,000 | 0019200 599410                                                                                                                               | General Fund Contingency                                                                                                                                                                 | 1086101 565340                                                                         | Seven Oaks Park                                                                                                                                       | Funding from contingency used to support the GMP price of the Seven Oaks Park project.                                                                                                                                                               | 1/10/2024                                                               |