COMMISSION MEETING MINUTES

A. August 1, 2016 City Commission Budget Workshop Minutes (APPROVED)
B. August 4, 2016 City Commission Agenda Review Minutes (APPROVED)
C. August 8, 2016 Regular City Commission Meeting Minutes (APPROVED)

ORDINANCE(S) – SECOND READING & PUBLIC HEARING

A. O-16-20 – Request by Fifth Third Bank to rezone a portion of a parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district (TO BE CONTINUED SEPTEMBER 13, 2016)

B. O-16-22 – Request by Buckeye Ridge Builders, LLC to amend Planned Unit Development (PUD) Ordinance O-04-21 for the purpose of revising lot and building requirements as well as updating the PUD for consistency with the 2025 Comprehensive Plan (APPROVED)

C. O-16-23 – Request by Tom Wolf Company, LLC and Water Tower Place, LLC to rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district (APPROVED)

D. O-16-24 – Request by Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC to amend PUD Ordinance O-13-26 (APPROVED)

CONSENT AGENDA

A. Modification #3 to the Interlocal Agreement with Polk County Sheriff’s Office (APPROVED)

RESOLUTION(S)

A. R-16-21 – Implementation of performance measures required for eligibility for the National Flood Insurance Program (NFIP) Community Rating System (CRS) (APPROVED)

ORDINANCE(S) – FIRST READING

A. O-16-01 – Request by Highland Cassidy, LLC to amend a portion of Planned Unit Development Ordinance O-06-89
  • Second Reading and Public Hearing – TUESDAY, September 13, 2016
NEW BUSINESS

A. Approval of an Acquisition and Redevelopment Agreement for City owned property located at 245 and 255 West Central Avenue, Winter Haven, Florida, aka the former U.S. Social Security Building site, pursuant to FRP-14-60 and Authorization for execution by the Mayor and appropriate City Officials and for the City Manager to take all necessary steps to implement the terms of the Agreement (APPROVED 3:2 with Mayor Pro Tem Chichetto and Commissioner Twyford voting no)

B. RFQ 16-09 - Proposed Task Order with Envisors for Master Planning Services for the Redevelopment of Chain of Lakes Park (APPROVED)

C. Winter Haven Police Officers’ Pension Board of Trustees Appointment of Member for Remainder of Term (APPROVED - to appoint Christine Samuel)

EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA - None

Vanessa Castillo, CMC, City Clerk
1. CALL TO ORDER – Bradley T. Dantzler, Mayor
2. INVOCATION – Pastor Chris Darby, Zion Hill Missionary Baptist Church
3. PLEDGE OF ALLEGIANCE – Vanessa Castillo, CMC, City Clerk
4. PRESENTATION(S) - None
5. ROLL CALL – Vanessa Castillo, CMC, City Clerk
6. MINUTES
   A. August 1, 2016 City Commission Budget Workshop Minutes
   B. August 4, 2016 City Commission Agenda Review Minutes
   C. August 8, 2016 Regular City Commission Meeting Minutes
7. COMMENTS FROM THE AUDIENCE
8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING
   A. O-16-20 – Request by Fifth Third Bank to rezone a portion of a parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district (REQUEST FOR CONTINUANCE TO SEPTEMBER 13, 2016)
   B. O-16-22 – Request by Buckeye Ridge Builders, LLC to amend Planned Unit Development (PUD) Ordinance O-04-21 for the purpose of revising lot and building requirements as well as updating the PUD for consistency with the 2025 Comprehensive Plan
   C. O-16-23 – Request by Tom Wolf Company, LLC and Water Tower Place, LLC to rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district
   D. O-16-24 – Request by Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC to amend PUD Ordinance O-13-26
9. CONSENT AGENDA
   A. Modification #3 to the Interlocal Agreement with Polk County Sheriff’s Office
10. RESOLUTION(S)
    A. R-16-21 – Implementation of performance measures required for eligibility for the National Flood Insurance Program (NFIP) Community Rating System (CRS)
Regular City Commission Meeting  
August 22, 2016

11. **ORDINANCE(S) – FIRST READING**  
A. **0-16-01** – Request by Highland Cassidy, LLC to amend a portion of Planned Unit Development Ordinance O-06-89

12. **NEW BUSINESS**  
A. Approval of an Acquisition and Redevelopment Agreement for City owned property located at 245 and 255 West Central Avenue, Winter Haven, Florida, aka the former U.S. Social Security Building site, pursuant to FRP-14-60 and Authorization for execution by the Mayor and appropriate City Officials and for the City Manager to take all necessary steps to implement the terms of the Agreement  
B. **RFQ 16-09** - Proposed Task Order with Envisors for Master Planning Services for the Redevelopment of Chain of Lakes Park  
C. Winter Haven Police Officers' Pension Board of Trustees Appointment of Member for Remainder of Term

13. **CITY COMMISSIONERS/LIAISON REPORTS**  
A. Performance Evaluations of the City Clerk, City Attorney, & City Manager  
B. City Commissioners  
B. City Attorney  
C. City Manager  
D. Assistant City Manager  
E. City Clerk

14. **DEVELOPMENTS OF NOTE**

15. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA**

16. **ADJOURNMENT**

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk’s Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.
CALL TO ORDER – Bradley T. Dantzler, Mayor

Mayor Dantzler called the meeting to order at 6:46 p.m.

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Chichetto, Commissioners Nathaniel Birdsong, Steven Hunnicutt and William Twyford.

Staff Present: City Manager Deric Peacher; City Attorney John Murphy; City Clerk Vanessa Castillo; Financial Services Director Cal Bowen; Executive/Support Services Director Michele Stayner; Chief Information Officer Hiep Nguyen; Deputy Police Chief David Brannan; Utility Services Director David Bayhan, Jr.; Parks, Recreation and Culture Director Travis Edwards; and Public Works Director Troy Tinch.

ROLL CALL – Vanessa Castillo, City Clerk

City Manager Feacher gave an introduction and said the budget must be approved in September and prior to October 1, 2016. He reported in the last three weeks he had not received specific questions or emails related to the budget, however, a memorandum [titled City Commission, Budget Workshop Questions & Directives of Staff dated July 21, 2016 from Financial Services Director Bowen] had been provided to the Commission regarding the budget. It was his understanding there was a general consensus regarding the cost of living adjustment (COLA) and one Commissioner not in favor of the Sick Leave Buy Back Program. City Manager also gave an overview of key areas and distributed a list of FY Changes to Presented Tentative Budget (see attached) to the Commission.

Mayor Dantzler discussed item #3 of the memorandum regarding employee bonuses versus a 1% COLA, which was explained by Financial Services Director Bowen in further detail.

Commissioner Twyford discussed City salaries, said they continued to grow, and provided a copy of a transmittal letter regarding budget highlights where it was listed $900,000 for employee COLA. Financial Services Director Bowen responded this entire amount was not used and the 2015 transmittal letter was only a recommendation. He would get with Executive/Services Director Stayner and provide additional information to him tomorrow.

Mayor Pro Tem Chichetto inquired what was needed of the Commission and discussed the three positions being requested for the [Winter Haven Municipal] Airport and seven positions being
requested for the Solid Waste [Division]. City Manager Feacher responded the new airport positions were from the takeover of the FBO contract. Assistant City Manager Stavres explained the solid waste positions were to cover the City’s growth.

Mayor Pro Tem Chichetto expressed concerns with staff having all year to plan and prepare the budget and many decisions needed to be made by the Commission. He said there had been many annexations and questioned the additional staff needed to operate the airport and projects, which were supposed to be funded throughout last year. He also questioned where the $900,000 went and said it could be used towards funding other projects. City Manager Feacher responded one unfunded item was a necessary culvert box. He was perplexed despite workshops held to discuss millage, there had been no changes and Commissioners had not emailed him with questions or asked to meet to discuss budget items. He noted to make an airport successful, the City needed to invest money in it and without feedback regarding the budget, the only opportunity for discussion was in this [public] meeting.

Discussion ensued.

Growth Management Director Bishop and Airport Director Leo Treggi discussed the funding of the new entrance road, which had not been finished last year, and for two taxiways. Also, the $900,000 was not all for projects. Approximately $475,000 was needed to finish the terminal building. Discussion ensued.

Financial Services Director Bowen explained the General Fund was giving the airport $916,000 of which $400,000 was grant matched. $165,000 was a cash deficit last year and the rest was operational cost subsidy.

Chief Information Officer Hiep Nguyen explained the four new employees he was requesting [for the Technology Services Department] was to maintain and secure [fiber] clients, to maintain technology, and address compression issues since half of his department were retirement-ready. In addition, Financial Services Director Bowen explained proceeds from fiber would be for internal loans. In five years, it was estimated the fund would be self-sufficient. In the meantime, money for loans was borrowed internally for fiber.

Assistant City Manager Stavres discussed the solid waste positions needed for FY 2017 and noted it did not include recycling services. Hiring could take longer than six months, more likely nine months due to recruitment challenges.

Mayor Pro Tem Chichetto asked who was over the State Housing Initiatives Program (SHIP). Growth Management Director Bishop said they hired Senior Planner/CRA Manager James Benderson, however, the department was struggling to stay on top of this program due to limited staffing. They had met with and asked Polk County to take over SHIP and Community Development Block Grant (CDBG) items, however, they refused.

Mayor Pro Tem Chichetto discussed the Downtown Community Redevelopment Agency (CRA), referring to page 86 of the Proposed Biennial Budget FY 2017 & FY 2018 book (“budget book”), and said at the last CRA Meeting, it was said any revenue was paying the debt service. Financial Services Director Bowen said this was true of the Florence Villa CRA. Mayor Pro Tem Chichetto also expressed concerns with $100,000 for streetscaping and $50,000 for land banking. Discussion ensued.
Mayor Pro Tem Chichetto inquired if there were enough staff in the Building Department. Growth Management Director Bishop responded it was currently adequate, however, an inspector and a permit clerk could be added if necessary.

Mayor Pro Tem Chichetto asked about the positions being requested by the Utilities Department, which were less than originally requested, and if they could use their own money to fund an increase in pay. Utility Services Director Bayhan clarified this and said there was trouble recruiting wastewater operators mostly due to salary, which was also the case in many issues. Executive/Support Services Director Stayner noted the 2015 Salary Survey adjusted people to a new minimum salary with many significant changes needed, especially in the Utility Services Department. This department generated revenue to allow for a pay increase, however, this could not be done for one department and exclude others.

Mayor Pro Tem Chichetto discussed the Capital Depletion Reserve Fund and Financial Services Director Bowen said it was funded to its calculated value. Discussion ensued.

Mayor Pro Tem Chichetto said he did not like taxes, but wanted to figure out a way to increase employee salaries, from the $900,000, of those who did not receive it before. Financial Services Director Bowen said costs were being stacked, however, there was no way to pay due to the absence of a revenue source. This was the reason staff asked for a millage increase.

Commissioner Hunnicutt said he was in favor of a one-time bonus for employees and it was necessary to start the budget process before July each year. He also questioned the salary increase in the City Manager’s Office. City Manager responded Assistant City Manager Stavres and Administrative Services Manager Cindy Hoodenpyle had been absorbed into the City Manager’s budget since they had been part of the Community Services Department.

Commissioner Hunnicutt inquired about the $22,000 (page 23 in the budget book) under other rentals at the Chain O’Lakes Complex. Parks, Culture and Recreation Director Edwards responded these monies were an estimate and represented Russ Matt revenues formerly in the wrong account. He would also get back to him with additional information.

Commissioner Hunnicutt asked about the fountain (page 64 in the budget book). Assistant City Manager Stavres responded the fountain in front of the library was being converted into a planter due to costly repairs.

Commissioner Hunnicutt inquired about reuse [water] funding (page 114 in the budget book). Financial Services Director Bowen responded the number listed was projected prior to the rate study, therefore, the rate study would impact those numbers. Discussion ensued.

Commissioner Hunnicutt asked about professional engineering services (page 127 in the budget book), which was further explained by Assistant City Manager Stavres and Utility Services Director Bayhan.

Commissioner Hunnicutt inquired about the status of write-offs. Financial Services Director Bowen said they were in the same parameters of previous years.
Commissioner Hunnicutt asked if a breakdown of department usage for legal [services] could be done. Financial Services Director said it is possible to do line items under this, but it was normally done under Administrative Services.

Mayor Dantzler asked the total cost to fix the compression issue. Executive/Support Services Director Stayner responded a projected $347,628 and noted this figure did not include benefits. Mayor Dantzler also asked if COLA could fix compression since it was a similar amount and said this issue needed to be fixed at some point. Executive/Support Services Director Stayner said 191 employees were impacted and a vast majority of classifications were union and subject to bargaining.

Mayor Pro Tem Chichetto asked about the water conservation specialist and utilities engineer positions. Utility Services Director Bayhan explained the specialist would implement programs, administer grants, get “word on the street”, assist customers, do field work, etc. The engineer would allow for more work to be done in-house.

Discussion ensued.

RECESS at 8:11 p.m.

RECONVENED at 8:18 p.m.

Commissioner Hunnicutt inquired about the utility projects listed on page 16 of the budget book and Utility Services Director Bayhan explained the overall plan.

Discussion ensued.

Commissioner Hunnicutt inquired if the City had commercial inspectors and said fees were too low. Growth Management Director Bishop said the Building and Permitting Department had two inspectors – Building Official Bill Nolen and Plans Examiner Doug Terpenning – which was sufficient based on current needs. Commissioner Hunnicutt also said parking fees (tickets) were still $5 and asked what the incentive was to not park in those [limited time] spots. City Manager Peacher said the Commission had not wanted this parking rate fee to go up in the past. He noted the fee would increase if not paid on time and if the individual had too many tickets, the fee threshold increased. Commissioner Hunnicutt requested this be looked into further.

✨

City Manager Peacher asked the Commission to please contact him if there were any questions.

Compression/COLA/Sick Leave Buy Back Program

Commissioner Twyford was not in favor of COLA for employees, however, he would not object to a one-time bonus. He also expressed he was not in favor of the Sick Leave Buy Back Program.

Mayor Pro Tem Chichetto noted the City paid out less if employees used their vacation time instead of sick time. He suggested to leave the Sick Leave Buy Back Program as-is, put 1% towards compression and give a bonus similar to a Christmas bonus and based on where the City was financially at that time. Commissioner Birdsong concurred.
Commissioner Hunnicutt agreed with doing a one-time bonus and looking at COLA for the compression issue. Financial Services Director Bowen explained giving a bonus of $500 per employee would cost approximately $326,000.

Mayor Dantzler clarified a 1% COLA pushes pension costs, however, a bonus did not although both cost approximately $326,000.

Discussion ensued.

Commissioner Twyford said they had to fix the pension issue before giving COLA and said to do a one-time bonus.

Mayor Dantzler said he liked the idea Mayor Pro Tem Chichetto stated earlier.

Mayor Pro Tem Chichetto said to take the 1% COLA out and apply it towards compression, leave the Sick Leave Buy Back Program alone, and later in the year determine the feasibility of one-time bonuses. He also suggested directors not be considered for this.

Discussion ensued regarding the salary survey, qualifications, adjustments, compression, and salaries.

**ADJOURNMENT** – 8:53 p.m.

**ATTEST:**

---

Vanessa Castillo, CMC
City Clerk

Bradley T. Dantzler,
Mayor-Commissioner

---

CITY OF WINTER HAVEN, FLORIDA
# FY17 Changes to Presented Tentative Budget

## GENERAL FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem estimate</td>
<td>$20,357</td>
<td></td>
</tr>
<tr>
<td>Ninth Cent Tax</td>
<td>$8,800</td>
<td></td>
</tr>
<tr>
<td>1st Local Option Gas Tax</td>
<td></td>
<td>$(12,433)</td>
</tr>
<tr>
<td>Local Option 5 cent Gas Tax</td>
<td></td>
<td>$(20,581)</td>
</tr>
<tr>
<td>Duke Energy Franchise Fee</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Communications Services Tax</td>
<td></td>
<td>$(48,258)</td>
</tr>
<tr>
<td>Duke Energy Utility Tax</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Business Tax Receipt</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>State Sales Revenue Sharing</td>
<td>$17,706</td>
<td></td>
</tr>
<tr>
<td>Half Cent Sales Tax</td>
<td>$58,228</td>
<td></td>
</tr>
<tr>
<td>Planning Plat Review Fee</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Interest on Investments</td>
<td>$12,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$133,091</td>
<td>$(81,272)</td>
</tr>
<tr>
<td><strong>NET</strong></td>
<td></td>
<td>$51,819</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add back PT Felony Intake position</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>Reduce uniforms for positions eliminated</td>
<td>$ (8,100)</td>
<td></td>
</tr>
<tr>
<td>Reduce equipment for positions eliminated</td>
<td>$ (1,516)</td>
<td></td>
</tr>
<tr>
<td>Fire -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduce Fire pension for DROP participant</td>
<td>$ (47,204)</td>
<td></td>
</tr>
<tr>
<td>Increase contract services - Dispatch fee</td>
<td>$4,421</td>
<td></td>
</tr>
<tr>
<td>Increase land expense</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Reduce misc (non-specific) tools</td>
<td>$ (1,933)</td>
<td></td>
</tr>
<tr>
<td>Non-Dept -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Economic Development</td>
<td>$85,000</td>
<td></td>
</tr>
<tr>
<td>Increase contribution to Airport</td>
<td>$37,860</td>
<td></td>
</tr>
<tr>
<td>Decrease Insurance-Other (spread out 3 yr. policy)</td>
<td>$ (36,709)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$147,281</td>
<td>$(95,462)</td>
</tr>
<tr>
<td><strong>NET</strong></td>
<td></td>
<td>$51,819</td>
</tr>
</tbody>
</table>

## AIRPORT FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAA Grant</td>
<td>$2,760,667</td>
<td></td>
</tr>
<tr>
<td>FDOT Grant</td>
<td>$304,025</td>
<td></td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>$5,341</td>
<td></td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>$37,860</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$3,107,893</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>NET</strong></td>
<td></td>
<td>$3,107,893</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eliminated Security Updates Grant</td>
<td></td>
<td>$(1,100,000)</td>
</tr>
<tr>
<td>Increased Taxiway E Project</td>
<td>$196,254</td>
<td></td>
</tr>
<tr>
<td>Increased Entranceway Road Project</td>
<td>$120,486</td>
<td></td>
</tr>
<tr>
<td>Added back Taxiway F Project</td>
<td>$3,971,153</td>
<td></td>
</tr>
<tr>
<td>Eliminated Fuel Farm Restrooms Project</td>
<td>$ (80,000)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$4,287,893</td>
<td>$(1,180,000)</td>
</tr>
<tr>
<td><strong>NET</strong></td>
<td></td>
<td>$3,107,893</td>
</tr>
</tbody>
</table>
### BUILDING FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Changed split of Sr. Staff Assistant .25 to .50</td>
<td>$12,430</td>
<td></td>
</tr>
<tr>
<td>Increased operating expense</td>
<td>$1,650</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$14,080</td>
<td>$14,080</td>
</tr>
</tbody>
</table>

### SOLID WASTE FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correct Public Works Dept. Dir. salary/benefits</td>
<td>$12,361</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$12,361</td>
<td>$12,361</td>
</tr>
</tbody>
</table>

### UTILITY FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Plant correct chemicals (5215) budget</td>
<td>$270,000</td>
<td></td>
</tr>
<tr>
<td>WW #3 eliminate duplicate projects detailed</td>
<td></td>
<td>$(400,000)</td>
</tr>
<tr>
<td>Util Serv. Mtn. add &quot;on call&quot; pay/benefits</td>
<td>$11,192</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$281,192</td>
<td>$(400,000)</td>
</tr>
</tbody>
</table>

### STORMWATER FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correct Public Works Dept. Dir. salary/benefits</td>
<td>$4,597</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$4,597</td>
<td>$4,597</td>
</tr>
</tbody>
</table>

### INTERNAL SERVICE FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering chg. split Sr. Staff Asst. salary/benefits</td>
<td>$12,430</td>
<td>$(12,430)</td>
</tr>
<tr>
<td>Engineering adjust pension to correct DROP participant</td>
<td>$12,430</td>
<td>$(12,430)</td>
</tr>
</tbody>
</table>
CALL TO ORDER - Mayor Dantzler called the meeting to order at 8:17 a.m.

Commissioners Present: Mayor Brad Dantzler and Commissioners Nathaniel Birdsong, Steven Hunnicutt and William Twyford.

Commissioners Absent: Mayor Pro Tem Pete Chichetto

Staff Present: City Manager Deric Feacher; Assistant City Manager T. Michael Stavres, Assistant City Attorney Seth Claytor; City Clerk Vanessa Castillo; Deputy Police Chief David Brannan; Financial Services Director Cal Bowen; Chief Information Officer Hiep Nguyen; Growth Management Director Merle Bishop.

City Manager Feacher noted Mayor Pro Tem Chichetto notified him and City Clerk Castillo in advance he would be unable to attend the meeting today.

CITY COMMISSION REGULAR MEETING AGENDA FOR AUGUST 8, 2016
(NOTE: items below correspond with numbers from the agenda)

6. MINUTES

A. July 21, 2016 City Commission Agenda Review Minutes
B. July 25, 2016 Regular City Commission Meeting Minutes

Commissioner Hunnicutt said minutes were always lengthy, more meetings and workshops were being held, and the required submittal of the minutes [by the City Clerk] was limited by the two-day policy. He believed only Commissioner Birdsong was present, from the Commission, when it was discussed with City Attorney Murphy there was no statutory requirements for minutes to be verbatim and could therefore, be action-only should City Clerk Castillo wish to do so. He had no negative comments regarding their content and was only concerned with length.

Assistant City Attorney Claytor said only transcript minutes were verbatim, confirmed minutes did not have to be verbatim, and length of minutes from neighboring municipalities could be looked at.

There were no comments or objections from the rest of the Commission regarding this.

City Manager Feacher said there was a possibility of disseminating the agenda packet earlier if minutes were provided earlier [prior to the current two-day submittal].
8.  **ORDINANCE(S) – SECOND READING – PUBLIC HEARING** - None

9.  **CONSENT AGENDA**

   A.  **Appointment of Airport Advisory Committee Members**

   City Manager Feacher noted Airport Director Leo Treggi had already spoken with pilots and [airport] tenants to provide names of potential members. The alternate non-voting member would serve in the absence of a full member.

   Mayor Dantzler asked if the Airport Liaison was in agreement with the appointment. Commissioner Twyford said yes.

10.  **RESOLUTION(S)**

    A.  **R-16-20 – Code Compliance Special Assessments / Certification of Tax Roll**

        There were no questions or discussion.

    B.  **R-16-22 – Request by Traditions Winter Haven Homeowners Association for final plat approval of Traditions Phase 1- Park Tract subdivision**

        There were no questions or discussion.

    C.  **R-16-23 – Request by Redus FL Properties, LLC for final plat approval of Traditions Phase 2- Park Tract subdivision**

        There were no questions or discussion.

    D.  **R-16-24 – Establishing a Utility Lien and/or Utility Amount Due Search/Report Fee**

        Commissioner Hunnicutt inquired if this fee was set by [State] statutes. Assistant City Attorney Claytor said there was a previous fact sheet regarding this. As long as the fee correlated with time and usage, it would be legal. City Manager Feacher noted information [of fees from other cities] was listed in the fact sheet.

11.  **ORDINANCE(S) – FIRST READING**

    A.  **O-16-20 – Request by Fifth Third Bank to rezone a portion of a parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district**

        Growth Management Director Bishop gave information regarding the location of this parcel.

        City Manager Feacher suggested images from Solivita [Over 55 Active Adult Community in Osceola County], which would be obtained by Growth Management Director Bishop.

        Discussion ensued for this item including concerns with the height of the assisted living facility, whether the Planning Commission discussed, and location.
B. O-16-22 – Request by Buckeye Ridge Builders, LLC to amend Planned Unit Development (PUD) Ordinance O-04-21 for the purpose of revising lot and building requirements as well as updating the PUD for consistency with the 2025 Comprehensive Plan

There were no questions or discussion.

C. O-16-23 – Request by Tom Wolf Company, LLC and Water Tower Place, LLC to rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district

Growth Management Director Bishop noted this item was for the [new Cypress Junction] Montessori School.

Discussion ensued regarding zoning and a variance.

D. O-16-24 – Request by Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC to amend PUD Ordinance O-13-26

Growth Management Director Bishop gave an overview of this item. Discussion ensued regarding the thoughts of the Planning Commission for this item and lot sizes.

E. O-16-26 – Water, Sewer, Miscellaneous and Reuse Rates incorporated into Ordinance O-16-26

City Manager Feacher noted Mike Rocca [Director of Florida Operations, Raftelis Financial Consultants, Inc.] would be present at the [Regular City Commission] Meeting Monday night.

Discussion ensued regarding item #5 reuse.

12. **NEW BUSINESS**

A. New Entrance Road Construction at the Winter Haven Municipal Airport: approval of Recommendation of Award (ITB 16-51) and Construction Agreement with Tucker Paving, Inc. for construction; and approval of Task Order No. 4 with Hanson Professional Services, Inc. for engineering services

There were no questions or discussion.

13. **CITY COMMISSION/LIAISON REPORTS**

A. City Commissioners

Commissioner Hunnicutt thanked Assistant to the City Manager Donna Sheehan for providing updates.

B. City Attorney – None

C. City Manager - None
D. Assistant City Manager - None

E. City Clerk - None

14. DEVELOPMENTS OF NOTE - None

15. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA - None

16. ADJOURNMENT – 8:40 a.m.

ATTEST: CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, CMC
City Clerk

Bradley T. Dantzler,
Mayor-Commissioner
1. CALL TO ORDER - Mayor Dantzler called the meeting to order at 6:30 p.m.

2. INVOCATION – T. Michael Stavres, Assistant City Manager

3. PLEDGE OF ALLEGIANCE – Vanessa Castillo, CMC, City Clerk

4. PRESENTATION(S)

   A. Winter Haven Police Department CALEA Award presentation – Chief Charles Bird

   Police Chief Bird gave an overview of CALEA (Commission on Accreditation for Law Enforcement Agencies) and recognized Deputy Police Chief David Brannan and Accreditation Manager Christina Barlow for their work with getting the Police Department accredited.

   B. Presentation to Captain David Castle – Chief Charles Bird

   Police Chief Bird recognized Police Captain Castle for being the Police Department’s first graduate of the National FBI Academy.

   Mayor Dantzler recognized Tracy Mercer who was in the audience and running for the Lake Region Lakes Management District Board.

5. ROLL CALL – Vanessa Castillo, CMC, City Clerk

   Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Pete Chichetto; Commissioners Nathaniel Birdsong, Steven Hunnicutt, and William Twyford.

   Staff Present: City Manager Deric C. Feacher; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Fire Chief Tony Jackson; Police Chief Charlie Bird; Financial Services Director Cal Bowen; Chief Information Officer Hiep Nguyen; Utility Services Director David Bayhan, Jr.; and Parks, Recreation and Culture Director Travis Edwards.
6. **MINUTES**

A. July 21, 2016 City Commission Agenda Review Minutes
B. July 25, 2016 Regular City Commission Meeting Minutes

Motion by Commissioner Hunnicutt to approve the minutes as presented.

Motion carried unanimously.

7. **COMMENTS FROM THE AUDIENCE** - None

8. **ORDINANCE(S) – SECOND READING – PUBLIC HEARING** - None

9. **CONSENT AGENDA**

A. Appointment of Airport Advisory Committee Members

Motion by Commissioner Hunnicutt to approve the Consent Agenda as presented.

Mayor Dantzler requested comments from the audience. No one spoke for or against the Consent Agenda.

Motion carried unanimously.

10. **RESOLUTION(S)**

A. R-16-20 – Code Compliance Special Assessments / Certification of Tax Roll

City Attorney Murphy read Resolution R-16-20 by title only and Police Chief Bird presented.

Motion by Commissioner Hunnicutt to approve Resolution R-16-20.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried unanimously.

B. R-16-22 – Request by Traditions Winter Haven Homeowners Association for final plat approval of Traditions Phase 1- Park Tract subdivision

City Attorney Murphy read Resolution R-16-22 by title only. City Manager Feacher presented the fact sheet for both R-16-22 and R-16-23.

Motion by Commissioner Hunnicutt to approve Resolution R-16-22.

Mayor Dantzler requested comments from the audience. No one spoke for or against.
Motion carried unanimously.

C. R-16-23 – Request by Redus FL Properties, LLC for final plat approval of Traditions Phase 2- Park Tract subdivision

City Attorney Murphy read Resolution R-16-23 by title only. City Manager Feacher said the fact sheet for this item was read under R-16-22.

Motion by Commissioner Hunnicutt to approve Resolution R-16-23.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried unanimously

D. R-16-24 – Establishing a Utility Lien and/or Utility Amount Due Search/Report Fee

City Attorney Murphy read Resolution R-16-24 by title only and Utility Services Director Bayhan presented.

Motion by Commissioner Hunnicutt to approve Resolution R-16-24.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried unanimously.

11. ORDINANCE(S) - FIRST READING

A. O-16-20 – Request by Fifth Third Bank to rezone a portion of a parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district

City Attorney Murphy read Ordinance O-16-20 by title only and Growth Management Director Bishop presented.

Mayor Dantzler requested comments from the audience.

Scott Bolen, residing on the west side of Lake Ruby in Winter Haven, expressed opposition to this ordinance and felt the proposed facility should be relocated. He also expressed concerns with the size of the facility and increased traffic in the area.

Mayor Dantzler reported this would be heard for Second Reading and Public Hearing at the August 22, 2016, Regular City Commission Meeting.

Discussion ensued.
B. O-16-22 – Request by Buckeye Ridge Builders, LLC to amend Planned Unit Development (PUD) Ordinance O-04-21 for the purpose of revising lot and building requirements as well as updating the PUD for consistency with the 2025 Comprehensive Plan

City Attorney Murphy read Ordinance O-16-22 by title only and Assistant City Manager Stavres presented.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Mayor Dantzler reported this would be heard for Second Reading and Public Hearing at the August 22, 2016, Regular City Commission Meeting.

C. O-16-23 – Request by Tom Wolf Company, LLC and Water Tower Place, LLC to rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district

City Attorney Murphy read Ordinance O-16-23 by title only and City Manager Feacher presented.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Discussion ensued.

Mayor Dantzler reported this would be heard for Second Reading and Public Hearing at the August 22, 2016, Regular City Commission Meeting.

D. O-16-24 – Request by Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC to amend PUD Ordinance O-13-26

City Attorney Murphy read Ordinance O-16-24 by title only and Assistant City Manager Stavres presented.

Mayor Dantzler requested comments from the audience.

Discussion ensued.

Lauren Schwenk of Oakley, Rhinehart, Cassidy, LLC, 346 East Central Avenue in Winter Haven and applicant, reported they had sold the middle school site to the Polk County School Board.

Mayor Dantzler reported this would be heard for Second Reading and Public Hearing at the August 22, 2016, Regular City Commission Meeting.
E. **O-16-26 – Water, Sewer, Miscellaneous and Reuse Rates incorporated into Ordinance O-16-26**

City Attorney Murphy read Ordinance O-16-26 by title only and Financial Services Director Bowen presented.

Mayor Dantzler requested comments from the audience.

Mike Rocca, Raftelis Financial Consultants, Inc. and Utility Services Director Bayhan provided clarification of this ordinance and fees. Discussion ensued.

Assistant City Manager Stavres said he would look into the fees.

Mayor Dantzler reported this would be heard for Second Reading and Public Hearing at the September 13, 2016, Regular City Commission Meeting.

12. **NEW BUSINESS**

A. **New Entrance Road Construction at the Winter Haven Municipal Airport: approval of Recommendation of Award (ITB 16-51) and Construction Agreement with Tucker Paving, Inc. for construction; and approval of Task Order No. 4 with Hanson Professional Services, Inc. for engineering services**

Growth Management Director Bishop presented this item as detailed in the agenda packet.

**Motion by Commissioner Birdsong to approve the new entrance road construction at the Winter Haven Municipal Airport: approval of Recommendation of Award (ITB 16-51) and Construction Agreement with Tucker Paving, Inc. for construction; and approval of Task Order No. 4 with Hanson Professional Services, Inc. for engineering services.**

Mayor Dantzler requested comments from the audience. No one spoke for or against this item.

Discussion ensued.

**Motion carried 4:1 with Mayor Pro Tem Chichetto voting no.**

13. **COMMISSION LIAISON REPORTS**

A. **City Commissioners**

**Commissioner Birdsong** reported the following: attended the Wauchula [State Bank] ribbon cutting and gave kudos to the Winter Haven Chamber of Commerce for their job with the Whistle Stop.

**Commissioner Hunnicutt** reported the following: congratulated the Police Department for their CALEA accreditation; asked if the City could do lien reductions. City Attorney Murphy
responded he had given Code Compliance Supervisor Tanya Ayers a copy of an amnesty
program. Commissioner Hunnicutt also asked the status of the lift station.

Mayor Pro Tem Chichetto inquired the status of the panhandling ordinances. City Attorney
Murphy said he had provided this to City Manager Feacher and Police Chief Bird and
something would be brought forward to the Commission next month.

Commissioner Twyford reported the following: attended the Special Olympics
[Champions] Breakfast and attended the Ledger Forum [regarding the community and Polk
County Law Enforcement].

Mayor Dantzler reported the following: attended the Police Department’s Youth
[Leadership] Council graduation; gave kudos for Whistle Stop; attended the Wauchula State
Bank ribbon cutting; went to Baltimore to attend the CALEA conference; and thanked staff
for quickly tending to the odor issue at the Chain O’Lakes Complex.

B. City Attorney - None

C. City Manager

City Manager Feacher inquired if the Commission desired to have an additional budget
workshop prior to the first reading of the budget ordinance September 13, 2016. The
Commission advised there was no need for a meeting.

Financial Services Director Bowen apologized to Commissioner Twyford regarding a dollar-
amount error he had made.

D. Assistant City Manager

Assistant City Manager Stavres reported on the status of the recycling RFP (request for
proposals) and the Chain of Lakes Park master plan.

E. City Clerk - None

14. DEVELOPMENTS OF NOTE

15. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA - None

16. ADJOURNMENT – 8:28 p.m.

ATTEST: 

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, CMC
City Clerk

Bradley T. Dantzler
Mayor-Commissioner
DATE: July 20, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager
Merle Bishop, Growth Management Director
Eric Labbe, Planning Manager

FROM: Sean Byers, Senior Planner

SUBJECT: Ordinance O-16-20: Request by Fifth Third Bank to rezone a portion of a parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. General Location: The vacant parcel located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 25.6± acres.

BACKGROUND:

Fifth Third Bank, petitioner, requests the City rezone a 25.6-acre portion of a 224-acre parcel from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. The parcel is located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard and consists of woodlands. The specific area of the parent parcel to be rezoned is generally located on the western edge of the parcel approximately 340 feet north of Thompson Nursery Road.

The petitioner proposes to develop a 6-story, 500-bed, assisted living facility and associated parking in two phases. Access to the facility will be from an access road connecting to Thompson Nursery Road and future developments surrounding the subject area. As part of the project, a 6,500-foot extension of a sewer force-main from the west along Thompson Nursery Road will be required. A water main is already adjacent to the site.

With the exception of the need to extend sewer service to the site, the City has sufficient water and sewer capacity to serve the petitioner's request. A 500-bed assisted living facility may be expected to generate up to 85 peak-hour trips onto Thompson Nursery Road. With an estimated available capacity of 360 peak-hour trips, Thompson Nursery Road, at present, has sufficient capacity to accommodate these trips. The proposed use will have no impacts on public schools. Final concurrency determination will be made at the time of site plan review and approval.

SURROUNDING USES:

The subject property consists of woodlands. Surrounding the subject area, uses include woodlands to the north, east, and south, and vacant land consisting of a former citrus grove to the west. Approximately one quarter mile to the west, along the south side of Thompson Nursery Road, is the 1,200+ unit Lake Ashton residential community.

COMPREHENSIVE PLAN:

The subject area is designated a combination of Commercial (approx. 18 acres) and Residential-Low Density (approx. 7.6 acres) Future Land Uses. The Commercial Future Land Use provides no
limitations on the number of assisted living beds; however, Residential-Low Density limits the number of beds to 20 per acre. Based on the greater proportion of the subject area being designated as Commercial, the petitioner’s proposed project and requested PUD zoning is consistent with the adopted Future Land Uses.

NOTIFICATION:

All public notification requirements for this request were met.

FINANCIAL IMPACT:

There is no financial impact to the City with this request.

CONCLUSION:

More than a decade ago, the AG-1 zoning was assigned to the subject area, as well as several adjoining parcels to the east, as a holding category until such time urban development was appropriate, as indicated by the Future Land Use. At that time, Lake Ashton, Traditions, and other residential developments located to the west along Thompson Nursery Road had not been developed. Today, these residential communities are either fully developed or approaching full development. The petitioner’s property is now reasonably adjacent to these developed areas and urban development is appropriate.

The intended use as an assisted living facility is consistent with surrounding uses and assigned Future Land Uses. However, the proposed height (6-story) of the building, left unmitigated, raises concerns regarding compatibility. The nearest building exceeding two stories is the 3-story State Farm Regional Office located approximately one mile to the north on Cypress Gardens Boulevard, and the nearest 6-story building is the Holiday Inn located near the intersection of Cypress Gardens Boulevard and First Street, South. Proper placement of the building on the site along with maintaining a natural buffer, with large canopy trees, between the proposed building and neighboring properties to the south and west will lessen the impact of this structure on the surrounding area.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its July 12, 2016 regular meeting, unanimously voted to recommend approval of this request. There was one public comment relating to traffic on Thompson Nursery Road.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-16-20.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Potable Water Map
Sanitary Sewer Map
Concept Drawing
Ordinance O-16-20
Potable Water Map
O-16-20
Winter Haven
The Chain of Lakes City

Sanitary Sewer Map
O-16-20

Legend

- Sewer Lines

Lake Ruby
Lake Bess
Subject Area
10-inch Sewer Force main

The map is derived from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any such data.
ORDINANCE NO. O-16-20

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PARCEL FROM AGRICULTURE (AG-1) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The vacant parcel located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 25.6± acres.)

WHEREAS, there has been a request to rezone the properties described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made a part of this ordinance, from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district.

2. The rezoning to Planned Unit Development (PUD) shall be subject to the following conditions:

   A. Permitted Uses.

   Uses shall be limited to an assisted living facility and ancillary uses; offices; and accessory retail uses limited to pharmacies, barber shops, beauty salons, convenience retail up to 1,000 square feet, and delicatessens to include restaurants and cafeterias. The maximum number of assisted living beds shall be 500.

   B. Building Standards. All development shall adhere to the following standards:

<table>
<thead>
<tr>
<th>Building Standard</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot/Parcel Area</td>
<td>Minimum 21,780 square feet</td>
</tr>
<tr>
<td>Building Setback</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>Minimum 20 feet</td>
</tr>
<tr>
<td>Corner Lot Side Street</td>
<td>Minimum 15 feet</td>
</tr>
<tr>
<td>Side</td>
<td>Minimum 10 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>Minimum 10 feet</td>
</tr>
<tr>
<td>Thompson Nursery Road</td>
<td>Minimum 365 feet</td>
</tr>
<tr>
<td>Westernmost Property Line</td>
<td>Minimum 50 feet</td>
</tr>
<tr>
<td>Building Separation</td>
<td>Minimum 15 feet</td>
</tr>
<tr>
<td>Building Height</td>
<td>6 Floors up to 78 feet above grade</td>
</tr>
</tbody>
</table>
C. Landscaping.

1. A landscape buffer yard shall be provided along the western boundary of the subject area in accordance with the table below.

<table>
<thead>
<tr>
<th>Type of Plantings</th>
<th>Number of Required Plantings Per 100 Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Buffer Yard Width</td>
</tr>
<tr>
<td></td>
<td>20 feet</td>
</tr>
<tr>
<td>Overstory Tree</td>
<td>4</td>
</tr>
<tr>
<td>Understory Tree</td>
<td>4</td>
</tr>
<tr>
<td>Large Shrub</td>
<td>5</td>
</tr>
<tr>
<td>Small Shrub</td>
<td>7</td>
</tr>
<tr>
<td>6-foot Fence Requirement</td>
<td>No</td>
</tr>
</tbody>
</table>

In lieu of the required buffer above, the developer may utilize existing natural vegetation provided the minimum width of vegetation remaining is at least 25 feet.

2. A landscape buffer yard shall be provided along any future public or private right-of-way abutting the subject area in accordance with the table below.

<table>
<thead>
<tr>
<th>Type of Plantings</th>
<th>Number of Required Plantings Per 100 Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Buffer Yard Width</td>
</tr>
<tr>
<td></td>
<td>5 feet</td>
</tr>
<tr>
<td>Overstory Tree</td>
<td>1</td>
</tr>
<tr>
<td>Understory Tree</td>
<td>2</td>
</tr>
<tr>
<td>Large Shrub</td>
<td>0</td>
</tr>
<tr>
<td>Small Shrub</td>
<td>5</td>
</tr>
</tbody>
</table>

3. A minimum 25-foot natural buffer shall be maintained along the southern boundary of the subject area.

4. All parking and driveway areas shall be covered by a minimum of 45 percent of tree canopy coverage. No one species shall be used for more than 33 percent of the required canopy trees. Canopy trees shall be selected from the trees in the table below.

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Canopy Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shumard oak</td>
<td>Quercus shumardii</td>
<td>1,250 square feet</td>
</tr>
<tr>
<td>Sand live oak</td>
<td>Quercus geminata</td>
<td>500 square feet</td>
</tr>
<tr>
<td>Red maple</td>
<td>Acer rubrum</td>
<td>700 square feet</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar styraciflua</td>
<td>700 square feet</td>
</tr>
<tr>
<td>Florida elm</td>
<td>Ulmus americana var. floridana</td>
<td>700 square feet</td>
</tr>
<tr>
<td>Winged elm</td>
<td>Ulmas alata</td>
<td>700 square feet</td>
</tr>
<tr>
<td>Crape myrtle</td>
<td>Lagerstroemia indica</td>
<td>125 square feet</td>
</tr>
<tr>
<td>Tabebuia</td>
<td>Tabebuia chrysotricha</td>
<td>500 square feet</td>
</tr>
<tr>
<td></td>
<td>Tabebuia heptaphylla</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tabebuia impetiginosa</td>
<td></td>
</tr>
</tbody>
</table>
5. The use of Florida Friendly plantings shall be required.

D. Signs.

1. All signs shall be limited to monument signs or wall signs.

   a. Monument signs for each parcel shall be limited to a maximum total area of 64 square feet and a maximum of 8 feet in height. Monument signs may contain electronic message center signs provided the message center area does not exceed 33 percent of the sign area and the message change interval is no less than 10 seconds. If multiple monument signs are used on the same parcel, the minimum separation shall be 300 feet.

   b. Wall signs for each parcel shall be limited to a maximum total area of 64 square feet.

   c. Directional signs up to 3 square feet in area are permitted and shall not be deducted from the permitted sign area above.

E. Transportation.

1. A minimum 22-foot wide access drive/private road shall be constructed connecting the subject area with Thompson Nursery Road. Should this driveway/road become a dedicated right-of-way, the minimum width of the right-of-way shall be 50 feet.

2. A minimum 5-foot sidewalk shall be installed along the access drive/private road from the subject area to Thompson Nursery Road.

3. The driveway/private road connection to Thompson Nursery Road shall be reviewed and approved by Polk County.

F. The developer shall commence construction of the assisted living facility prior to January 1, 2020. Should construction not begin by this date, this PUD shall be terminated unless extended by the Planning Commission.

G. All other code requirements shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon passage at second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.
INTRODUCED on first reading this 8th day of August, 2016.
PASSED on second reading this _____ day of __________., 2016.

CITY OF WINTER HAVEN, FLORIDA

________________________
MAYOR-COMMISSIONER

ATTEST:

________________________
CITY CLERK

Approved as to form:

________________________
CITY ATTORNEY
Exhibit "A"

Lake Bess

Area to be Rezoned to PUD
DATE: July 20, 2016
TO: Honorable Mayor and City Commissioners
VIA: Deric C. Feacher, City Manager
Merle Bishop, Growth Management Director
Eric Labbe, Planning Manager
FROM: Sean Byers, Senior Planner
SUBJECT: Ordinance O-16-22: Request by Buckeye Ridge Builders, LLC to amend Planned Unit Development (PUD) Ordinance O-04-21 for the purpose of revising lot and building requirements as well as updating the PUD for consistency with the 2025 Comprehensive Plan. General Location: The Buckeye Ridge Subdivision generally located north of Buckeye Road, NE and south of Avenue T, NE. The area covered by this request is 51.9± acres.

BACKGROUND:
Buckeye Ridge Builders, LLC, petitioner, requests the City amend Planned Unit Development (PUD) Ordinance O-04-21. The area subject to this request consists of the 208-lot Buckeye Ridge Subdivision located between Avenue T, NE and Buckeye Road, east of Lake Buckeye. Buckeye Ridge was platted in June, 2007, and to date, 28 homes have been constructed with the last being permitted in July, 2007.

The petitioner recently acquired 173 vacant lots within the subdivision (there are seven vacant lots owned by other entities) and proposes to complete the remaining infrastructure improvements and commence homebuilding. With changes in market conditions since the subdivision was originally platted, the petitioner requests the following changes to the PUD:

• Reduce minimum lot area from 5,500 square feet to 5,000 square feet;
• Reduce the Street Side and Street Rear setbacks from 15 feet to 10 feet and 20 feet to 15 feet respectively;
• Reduce the minimum air conditioned/heated area of the units from 1,400 square feet to 1,200 square feet;
• Replace the 6-foot wall requirement along Avenue T, NE and Buckeye Road with a fence, not to exceed 4 feet, and remove the requirement for a Type “C” landscape buffer; and
• Designates the homebuilder as the responsible party for installing sidewalks and street trees along the central collector roadway (Jewett Street).

Upon review of these requested changes, staff found that all platted building lots meet the current 5,500-square foot minimum lot size and the requested change was not necessary. Additionally, staff has concerns regarding the proposed rear yard setback reduction with respect to the homes abutting Avenue T, NE, due to the volume and speed of traffic on this roadway.
In addition to the petitioner's requested changes, staff proposes additional changes, summarized below.

- A requirement for two trees to be planted on each lot (lots with previously constructed homes are exempt);
- A reduction of the front yard setback to 15 feet for front porches, home living area, and side entry garages;
- Standards for accessory structures;
- Street lighting regulations requiring energy efficient fixtures and increasing the minimum spacing due to higher light output from LED fixtures; and
- Standards for identification signs.

No existing homes within Buckeye Ridge will be made to be non-conforming. All proposed changes are less restrictive than existing requirements or exempt previously constructed homes. Additionally, as there will be no change in the number or use of lots, no unforeseen demands on the City's utility systems, public schools, or surrounding roadways are expected.

SURROUNDING USES:

The subject property consists of the Buckeye Ridge Subdivision and related infrastructure. Surrounding uses include woodlands to the north across Avenue T, NE, single-family residences to the east and south, and townhomes and woodlands to the west.

COMPREHENSIVE PLAN:

The subject area is designated Residential-Low Density on the 2025 Future Land Use Map. Residential-Low Density allows for residential densities between 2 and 10 dwelling units per acre. Buckeye Ridge, as platted, is 4.0 units per acre. The requested amendments to the PUD are consistent with the Residential-Low Density Future Land Use.

NOTIFICATION:

All public notification requirements for these requests were met. A neighborhood meeting regarding this request was held June 23, 2016 at the Winter Haven Library. Nine individuals from surrounding neighborhoods attended the meeting. The only notable comment was a request to limit homes along the eastern perimeter of the development to one-story.

FINANCIAL IMPACT:

There is no financial impact to the City with this request.

CONCLUSION:

Buckeye Ridge was originally proposed in the mid-2000s, during a different real-estate market. As a result of the real-estate market downturn in 2008, and other factors relating to previous developers, the development came under bank ownership. Last year, a new developer/homebuilder acquired a majority of the vacant lots within the subdivision with the intent to complete the subdivision. It is believed the proposed changes will aid in reviving this dormant development, and return it to a viable residential community. Similar amendments within the past two years, to other dormant subdivisions in the City such as Lakeside Landings and Lakes at Lucerne Park, have proven successful.
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its July 12, 2016 regular meeting, unanimously voted to recommend approval of this request. There was one public comment supporting the request.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-16-22.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Existing PUD Ordinance O-04-21
Ordinance O-16-22
ORDINANCE NO. O-16-22

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE O-04-21; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The Buckeye Ridge Subdivision generally located north of Buckeye Road, NE and south of Avenue T, NE. The area covered by this request is 51.9± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-04-21 as further described in Exhibit "A" attached hereeto and made a part of this ordinance.

2. The amendment of Planned Unit Development Ordinance O-04-21 is subject to the following conditions:

A. Permitted Uses.

Uses shall be limited to a maximum of 213 detached single-family residential units and typical ancillary uses.
B. Building Standards. All development shall adhere to the following standards:

<table>
<thead>
<tr>
<th>Building Standard</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot/Parcel Area</td>
<td>Minimum 5,500 square feet</td>
</tr>
<tr>
<td>Lot Width</td>
<td>Adjacent to Avenue T, NE Minimum 60 feet</td>
</tr>
<tr>
<td></td>
<td>All other Lots Minimum 50 feet</td>
</tr>
<tr>
<td>Minimum Living Area</td>
<td>Minimum 1,200 square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>Living Area, Porch, or Side Entry Garage Minimum 15 feet</td>
</tr>
<tr>
<td></td>
<td>Front Entry Garage Minimum 20 feet</td>
</tr>
<tr>
<td>Corner Lot Side Street</td>
<td>Minimum 10 feet</td>
</tr>
<tr>
<td>Side</td>
<td>Minimum 5 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>Lot Frontage Minimum 15 feet</td>
</tr>
<tr>
<td></td>
<td>Street Frontage on Jewett Street and Buckeye Road Minimum 15 feet</td>
</tr>
<tr>
<td></td>
<td>Street Frontage on Avenue T NE Minimum 20 feet</td>
</tr>
<tr>
<td>Building Height</td>
<td>2 Floors up to 35 feet above grade</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessory Structures</th>
<th>Setbacks</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Side</td>
<td>Minimum 3 feet</td>
</tr>
<tr>
<td></td>
<td>Rear</td>
<td>Minimum 3 feet</td>
</tr>
<tr>
<td></td>
<td>Area</td>
<td>Maximum 10% of lot area up to 750 square feet</td>
</tr>
</tbody>
</table>

C. Landscaping.

1. A landscape buffer shall be provided along Avenue T, NE and Buckeye Road in accordance with the table below.

<table>
<thead>
<tr>
<th>Type of Plantings</th>
<th>Number of Required Plantings per 100 Feet of Frontage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overstory Tree</td>
<td>0</td>
</tr>
<tr>
<td>Understory Tree</td>
<td>4</td>
</tr>
<tr>
<td>Large Shrub</td>
<td>6</td>
</tr>
<tr>
<td>Small Shrub</td>
<td>0</td>
</tr>
<tr>
<td>4-foot Fence Requirement*</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*The 4-foot fence may contain decorative columns up to 5 feet in height.

2. A minimum of one tree shall be planted in the front and rear yard of each single-family lot at the time the house on the lot is constructed. Lots with homes constructed prior to the adoption of Ordinance O-16-22 are exempt from this requirement. Trees shall measure a minimum of 1 ¼ inches in caliper (DBH) and shall be one of the species contained in the table below. No one species shall be used for more than 33 percent of the required trees. Front yard trees shall be planted no further than 5 feet from the utility easement line and no closer than 5 feet from an underground water, sewer, reuse, or electric line; however, no tree shall be planted within a utility easement.
Ordinance 0-16-22  
Page 3 of 5

<table>
<thead>
<tr>
<th>Permitted Tree</th>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Permitted Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live oak</td>
<td>Quercus virginiana</td>
<td>Rear yard only</td>
<td></td>
</tr>
<tr>
<td>Shumard oak</td>
<td>Quercus shumardii</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Sand live oak</td>
<td>Quercus geminata</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Red maple</td>
<td>Acer rubrum</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Sycamore</td>
<td>Plantanus occidentalis</td>
<td>Rear yard only</td>
<td></td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar styraciflua</td>
<td>Rear yard only</td>
<td></td>
</tr>
<tr>
<td>Pignut hickory</td>
<td>Carya glabra</td>
<td>Rear yard only</td>
<td></td>
</tr>
<tr>
<td>Scrub hickory</td>
<td>Carya floridana</td>
<td>Rear yard only</td>
<td></td>
</tr>
<tr>
<td>Florida elm</td>
<td>Ulmus americana var. floridana</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Winged elm</td>
<td>Ulmas alata</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Chinese elm</td>
<td>Ulmas parvifolia</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Crape myrtle</td>
<td>Lagerstroemia indica</td>
<td>Front yard only</td>
<td></td>
</tr>
<tr>
<td>Tabebuia</td>
<td>Tabebuia chrysotricha</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tabebuia heptaphylla</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tabebuia impetigrinosa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand pine</td>
<td>Pinus clausa</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>East Palatka holly</td>
<td>Ilex attenuata</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Chichasaw plum</td>
<td>Prunus angustifolia</td>
<td>Front or rear yard</td>
<td></td>
</tr>
<tr>
<td>Ligustrum tree</td>
<td>Ligustrum recurvifolium</td>
<td>Front yard only</td>
<td></td>
</tr>
</tbody>
</table>

Trees shall be installed by the homebuilder prior to issuance of a Certificate of Occupancy.

3. The use of Florida Friendly plantings shall be required.

D. Signs.

1. Signs identifying the subdivision shall be limited to monument signs or wall signs totaling 32 square feet or less in area for each entrance. Monument signs shall not exceed 6 feet in height.

E. Transportation.

1. 5-foot sidewalks shall be installed along both sides of all internal streets, including Jewett Street. The sidewalks shall be installed by the homebuilder at the time the adjacent home is constructed and prior to the issuance of a Certificate of Occupancy. Sidewalks adjacent to common areas shall be installed by the developer prior to the City’s final acceptance of subdivision infrastructure.

2. 5-foot sidewalks shall be installed along the subdivision’s frontage with Avenue T, NE and Buckeye Road. These sidewalks shall be installed by the developer prior to the City’s final acceptance of subdivision infrastructure.

3. Street lighting shall be installed at intervals no greater than one light per 350 linear feet of roadway. Street lighting shall utilize energy efficient cobra head light fixtures with cut-off luminaires. Street lighting installed at closer intervals or utilizing decorative light fixtures shall be maintained at the expense of the developer or homeowners’ association. All street lighting shall be installed prior to the City’s final acceptance of subdivision infrastructure.
F. All retention, landscaping, and recreation areas shall be owned and maintained by the developer or homeowners' association.

G. All outstanding infrastructure improvements required by this PUD and/or by the subdivision plat approved on June 11, 2007, shall be completed prior to the issuance of Certificate of Occupancies (CO) for homes permitted after the effective date of this PUD.

H. All other code requirements shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon passage at second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 8th day of August, 2016.

PASSED on second reading this ____ day of __________, 2016.

CITY OF WINTER HAVEN, FLORIDA

__________________________
MAYOR-COMMISSIONER

ATTEST:

__________________________
CITY CLERK

Approved as to form:

__________________________
CITY ATTORNEY
Exhibit "A"

Area Subject to O-16-22
ORDINANCE NO. O-04-21

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO ASSIGN PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: Vacant parcels lying between Avenue T, NE and Buckeye Road, approximately 200 feet east of Lake Buckeye.)

WHEREAS, there has been a request to assign zoning for the property described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Land Use Element of the Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to assign that land described in Exhibit "A" attached hereto and made a part of this ordinance, as a PUD (Planned Unit Development) zoning district.

2. The zoning of the property shown in Exhibit "A" is conditioned upon the Petitioner, Buckeye Heights Development, LLC, the property owner, and any successors in interest, complying with the following:
   A. Permitted uses shall be limited to detached residential single family and ancillary uses.
   B. The total number of units shall not exceed 213.
   C. All lots shall have a minimum width of 50 feet and contain a minimum area of 5,500 square feet. Lots backing up to Avenue T, NE, shall have a minimum lot width of 60 feet.
D. The principal structure setbacks shall be as follows:

Front: 20 feet
Rear: 15 feet
Street rear: 20 feet
Side: 5 feet
Street side: 15 feet

E. All units shall contain a minimum air conditioned/heated space of 1,400 square feet.

F. A 6-foot masonry wall shall be located along Avenue T, NE and Buckeye Road. The wall shall be located within a 10-foot landscape easement. The landscaping shall conform to type "C" bufferyard standards. The wall may contain columns up to 7 feet in height as needed for architectural necessity.

G. The developer shall construct a continuous collector roadway connecting Avenue T, NE and Buckeye Road. This road shall be located within a minimum 60-foot right-of-way. In addition to the roadway, the developer shall construct 5-foot sidewalks along both sides of the roadway. Street trees shall be planted along both sides of the collector roadway at a minimum of 40-foot intervals. The trees shall be placed between the curb and the sidewalk.

H. All retention, landscaping and recreation areas shall be owned and maintained by a homeowners association.

I. Street lighting shall be installed at intervals no greater than one light per 300 linear feet of roadway. Street lighting installed at intervals less than one light per 300 linear feet shall be maintained at the expense of the homeowners association.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. This ordinance shall take effect upon the effective date of Future Land Use Ordinance O-04-20.
INTRODUCED on first reading this 23rd day of August, 2004.

PASSED on second reading this 22nd day of November, 2004.

CITY OF WINTER HAVEN, FLORIDA

MAYOR COMMISSIONER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY
DATE: July 20, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager
Merle Bishop, Growth Management Director
Eric Labbe, Planning Manager

FROM: Sean Byers, Senior Planner

SUBJECT: Ordinance 0-16-23: Request by Tom Wolf Company, LLC and Water Tower Place, LLC to rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district. **General Location:** 201 Avenue B, SW. The area covered by this request is 0.75± acres.

BACKGROUND:

Tom Wolf Company, LLC and Water Tower Place, LLC, petitioners, request the City rezone a parcel from General Commercial (C-4) zoning district to C-1, Commercial-Downtown zoning district. The property contains 0.75 acres and consists of the 13,100-square foot Cypress Junction Montessori School which is under construction and scheduled to open this August.

The petitioners are seeking a zoning change as the use of the property, the existing building, and a building addition under construction are more consistent with the C-1 zoning district than the C-4 zoning district. To meet deadlines for opening the school this coming school year, the petitioners applied for and received building setback variances last November to allow construction of the school to begin earlier this year. The approved setbacks are consistent with the C-1 zoning district. At the time the variances were applied for, it was expressed to staff, the long-term vision was to rezone the property to allow it to become part of the downtown community.

As the subject property received site plan approval earlier this year and is presently under development, this request will have no additional impact on the City’s utilities nor will it result in additional impacts to the surrounding roadway network as a result of the requested change.

SURROUNDING USES:

The subject property consists of the Cypress Junction Montessori School. Surrounding uses include a vacant lot to the north, the Winter Haven Elks Lodge and warehouses to the east, personal storage units to the south, and vacant commercial buildings to the west. All of the properties located to the east, south, and west are zoned C-4; however, while the uses are consistent with C-4, the physical buildings are constructed to 0-foot setbacks on most if not all lot sides, making their locations consistent with C-1 regulations.

COMPREHENSIVE PLAN:

The subject area is designated Primary Activity Center on the 2025 Future Land Use Map. The requested C-1 zoning is consistent with this Future Land Use designation.
NOTIFICATION:

All public notification requirements for this request were met.

FINANCIAL IMPACT:

There is no financial impact to the City with this request.

CONCLUSION:

This request represents the second expansion of the C-1 zoning district since it was created in 2000, and the first expansion into the older, historic industrial area located south of the downtown core. Based on the Downtown CRA Redevelopment Plan adopted in 2000, the area located south of the downtown core is envisioned, over time, to transition from the current heavy commercial/light industrial uses more towards uses compatible with downtown. Specifically, the Plan calls for the southern expansion of the "historic downtown" with uses such as specialty retail, offices, and restaurants. Rezoning the subject property to C-1 will implement this vision and may serve as a catalyst for further redevelopment of this older industrial area.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its July 12, 2016 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-16-23.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Ordinance O-16-23
ORDINANCE NO. O-16-23

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PARCEL FROM GENERAL COMMERCIAL (C-4) ZONING DISTRICT TO C-1 COMMERCIAL-DOWNTOWN ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWIT; AND PROVIDING AN EFFECTIVE DATE. (General Location: 201 Avenue B, SW. The area covered by this request is 0.75± acres.)

WHEREAS, there has been a request to rezone the property described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit “A” attached hereto and made a part of this ordinance, from General Commercial (C-4) zoning district to C-1 Downtown- Commercial zoning district.

2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

3. All ordinances in conflict herewith are hereby repealed.

4. This Ordinance shall be effective immediately upon passage at second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.
INTRODUCED on first reading this 8th day of August, 2016.

PASSED on second reading this ___ day of _________, 2016.

CITY OF WINTER HAVEN, FLORIDA

________________________
MAYOR-COMMISSIONER

ATTEST:

________________________
CITY CLERK

Approved as to form:

________________________
CITY ATTORNEY
DATE: July 20, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager
      Merle Bishop, Growth Management Director
      Eric Labbe, Planning Manager

FROM: Sean Byers, Senior Planner

SUBJECT: Ordinance 0-16-24: Request by Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC to amend PUD Ordinance 0-13-26. General Location: The parcels subject to this request are generally located south of Eloise Loop Road, south and west of the Terranova Subdivision, and east of the CSX Railroad tracks. The area covered by this request is 425± acres.

BACKGROUND:

The petitioners, Magnolia Investments of Polk County, LLC, Paint Creek, LLC, and Highland Meadows LLC request the City amend Planned Unit Development (PUD) Ordinance 0-13-26 (Villamar). The 10 parcels subject to this request total 425± acres and consist of undeveloped woodlands, wetlands, pasture land, and former citrus groves. The Villamar PUD was originally approved in 2006, and subsequently revised in 2013. No portion of the development has been constructed.

Requested changes include increasing the potential number of single-family lots from 830 to a maximum of 1,190, amending the phasing schedule, providing flexibility for mixing lot sizes, eliminating all proposed 70-foot lots, except for those fronting onto Lake Cunningham, and moving the multi-family area further north away from the Sundance Ranch Subdivision. A maximum of 335 multi-family units is permitted. However, the maximum unit count shall not exceed 1,340. The total unit count for Villamar is proposed to increase from 1,165 to 1,340. Access will be from an improved and extended Cunningham Road, and a realigned Eloise Loop Road/Thompson Nursery Road. Approximately 156 acres of wetlands, mostly located between the residential areas and CSX Railroad tracks, will be preserved.

Sufficient potable water and wastewater treatment capacity is expected to be available for complete build-out; however, a final concurrency determination will be made prior to the approval of each subdivision plat. Capacity on surrounding roadways is available for up to 449 single-family units after which there will be insufficient roadway capacity on Eloise Loop Road. While re-alignment of Eloise Loop Road through the petitioners' property is an identified need by Polk County, this new roadway is unfunded at this time. In the absence of this planned roadway, appropriate mitigation strategies will need to be coordinated with Polk County.

School capacity is available at the middle and high school levels for all proposed units; however, elementary school capacity will become deficient following build-out of approximately 350 units, provided no capacity projects are completed by the School Board. The School Board has an identified need to add a new classroom wing to Chain-of-Lakes Elementary School for the purpose of removing the existing portable classrooms. Funding for this project is not currently available. Furthermore, Chain-of-Lakes Elementary will approach its core capacity upon completion of a new classroom wing,
limiting the ability to place future portables at the school. Like deficiencies with the roadway network, appropriate mitigation strategies will need to be coordinated with the Polk County School Board prior to development of remaining units.

SURROUNDING USES:

The subject property consists of a mixture of pasture land, former citrus groves, woodlands, and wetlands. Surrounding uses to the north are Lake Grass and pasture land; to the east is the 400-lot Terranova Subdivision, the 65-lot Crescent View Subdivision, and citrus groves; to the south is Sundance Ranch Subdivision consisting of larger 5 to 10 acre lots; and to the west is the CSX Intermodal Logistic Center. Overall, the general development pattern of the Eloise Loop Road and County Road 653 area can be described as suburban with single-family residential units representing the dominate housing type. As one travels south along County Road 653, from Cunningham Road, residential uses transition to woodlands and agricultural lands.

COMPREHENSIVE PLAN:

The subject property is included within areas designated as Residential-Low Density, Residential Estate, and Conservation on the Future Land Use Map. Proposed uses within the PUD are consistent with adopted Future Land Uses on the subject property. As submitted, the conceptual site plan is consistent with Future Land Use Policy 1.3.2(c) (requiring multiple access points to subdivisions exceeding 60 lots), and Transportation Policies 1.2.7 (interconnected roadway network), 1.2.8 (reduction of travel length for emergency vehicles), and 1.6.1 (separations between motorized and non-motorized traffic).

NOTIFICATION:

All public notification requirements have been met.

FINANCIAL IMPACT:

There is no financial impact to the City with this request.

CONCLUSION:

The petitioners propose to develop a residential project with 1,005 single-family lots and 335 multi-family units over an undetermined period of years. As part of the project, Cunningham Road will be extended westward and northward to make a connection to either Eloise Loop Road or a new realigned roadway connecting to Eloise Loop Road. Development of the property with moderate density single-family is consistent with surrounding subdivisions developed over the past 10 to 15 years, and while generally compatible with its surroundings, there are concerns relating to adequate roadway and public school infrastructure to serve new residents, particularly after the development of approximately 450 units.

Despite the above concerns, the petitioners’ project has the potential to provide a variety of housing options in the southeastern area of the City, provide housing options closer to emerging employment centers (CSX ILC, Legoland, etc.), and improve both the vehicular and pedestrian connectivity of the surrounding area. With proper phasing and mitigation of the impacts to the infrastructure serving this project, negative impacts to the roadway network, public schools, and the City’s vacant lot inventory can be minimized or eliminated.
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its July 12, 2016 regular meeting, unanimously voted to recommend approval of this request. Two individuals spoke with concerns relating to lot sizes, roadway maintenance, traffic, schools, and more people.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-16-24.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Existing PUD Ordinance O-13-26
Ordinance O-16-24
Zoning Map
O-16-24

WINTER HAVEN
The Chain of Lakes City

The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the quality (express or implied), the accuracy or the accuracy of the GIS data and GIS data products furnished by the City, including the implied warranty of merchantability or fitness for a particular purpose.
ORDINANCE NO. O-13-26

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE O-06-16; ASSIGN PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO FIVE (5) ANNEXED PARCELS; REZONE A PARCEL FROM SINGLE-FAMILY RESIDENTIAL (R-2) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (The parcels subject to this request are generally located south of Eloise Loop Road, south and west of the Terranova Subdivision, and east of the CSX Railroad tracks. The area covered by this request is 427± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), assign zoning, and rezone certain properties described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-06-16, assign Planned Unit Development (PUD) zoning district to five (5) annexed parcels, and to rezone a parcel from Single-Family Residential (R-2) zoning district as further described in Exhibit "A" attached hereto and made a part of this ordinance.

2. The amendment of Planned Unit Development Ordinance O-06-16, assignment of Planned Unit Development (PUD) zoning district to five (5) annexed parcels, and the rezoning of a parcel from Single-Family Residential (R-2) zoning district to Planned Unit Development (PUD) zoning district is subject to the following conditions:

   A. All uses shall be limited to a maximum of 830 detached single-unit lots, 335 attached units, accessory residential units (garage apartments, in-law apartments, etc.), home offices, ballfields, and other recreation areas, clubhouses, and ancillary accessory uses.

   B. Lot sizes for detached single-unit residences shall range from a minimum of 5,750 square feet to a maximum of 10,000 square feet. The minimum lot width shall be 50 feet.
C. Setbacks for detached single-unit residences shall be as follows:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>30 feet</td>
</tr>
<tr>
<td>Porch</td>
<td>10 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Entry</td>
<td>20 feet</td>
<td>None</td>
</tr>
<tr>
<td>Side Entry</td>
<td>15 feet</td>
<td>None</td>
</tr>
<tr>
<td>Side</td>
<td>5 feet</td>
<td>None</td>
</tr>
<tr>
<td>Street Side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Porch</td>
<td>10 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>15 feet</td>
<td>None</td>
</tr>
<tr>
<td>Lakefront</td>
<td>40 feet</td>
<td>None</td>
</tr>
<tr>
<td>Accessory Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>5 feet</td>
<td>None</td>
</tr>
<tr>
<td>Lakefront</td>
<td>25 feet</td>
<td>None</td>
</tr>
</tbody>
</table>

D. Setbacks for attached multi-unit buildings shall be as follows:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Garage</td>
<td>20 feet</td>
<td>None</td>
</tr>
<tr>
<td>Side</td>
<td>7.5 feet</td>
<td>None</td>
</tr>
<tr>
<td>Street Side</td>
<td>15 feet</td>
<td>20 feet</td>
</tr>
</tbody>
</table>

E. Maximum building height shall be as follows:

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Stories</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family</td>
<td>2</td>
<td>35 feet</td>
</tr>
<tr>
<td>Multi-family</td>
<td>3</td>
<td>45 feet</td>
</tr>
<tr>
<td>Recreation</td>
<td>2</td>
<td>35 feet</td>
</tr>
</tbody>
</table>
F. The maximum area for an accessory structure, excluding swimming pools and pool screen enclosures, shall be 10 percent of the lot area up to a maximum of 1,500 square feet.

G. One (1) tree, a minimum of 2-inches in caliper, shall be planted in the front yard and rear yard of each single-unit lot. A minimum of two (2) trees shall be planted in the front yard and rear yard of each multi-unit building. This requirement can also be met through the preservation of existing trees on each of the building lots. Planted trees shall be a mixture of the following species: live oak, Shumard oak, red maple, sycamore, Florida elm, sweetgum, hickory, and southern magnolia.

H. Transportation Network.

1. Internal streets: All internal local streets shall provide a minimum 50-foot right-of-way for public streets and 40 feet of right-of-way for private streets. Within this right-of-way, the minimum street width shall be 20 feet. All streets shall provide for a curb and gutter drainage system. A minimum 5-foot sidewalk shall be installed on both sides of the street.

2. Cunningham Road: To be constructed to meet Polk County Land Development Code standards. Minimum 5-foot sidewalks shall be installed on both sides of the street. To facilitate pedestrian traffic to Chain of Lakes Elementary, the sidewalks shall extend to County Road 653. All improvements and connections to Cunningham Road shall be approved and permitted by Polk County.

3. Eloise Loop Road/Thompson Nursery Road Realignment: All improvements and connections relating to this roadway shall be coordinated with Polk County.

4. Street lighting: Streetlights shall be provided along all internal local streets at a ratio of one (1) streetlight per 300 linear feet of roadway. Streetlights shall be provided along all abutting collector and arterial roadways at a ratio approved by Polk County at the time the roadways are constructed, but no less than one (1) streetlight per 300 linear feet of roadway. All lighting shall be energy-efficient, if available.

5. Connectivity: A minimum of two (2) connections to each development phase shall be provided to the adjoining collector roadway. A minimum of one (1) connection shall be made between each development phase. Phases 3 and 7 are exempt from this requirement. A minimum of one (1) reserved right-of-way stub-out shall be provided to any adjoining vacant, upland property greater than 10 acres.

6. The developer shall improve CR 653 to accommodate two (2), 12-foot travel lanes with paved shoulders within the existing right-of-way. These improvements shall extend from the roadway improvements constructed by the Polk County School Board on the north to the southbound right-turn lane to the Hart Lake Cove Subdivision on the south. These improvements shall be
coordinated and approved by Polk County through a road infrastructure agreement. All intersection improvements at the intersection of CR 653 and Cunningham Road shall adhere to Polk County Land Development Code requirements and standards.

7. Development of Phase 7 shall not occur until a dedicated legal access to a public right-of-way is established.

8. An updated traffic study shall be submitted at the time of site plan review prior to Phase 4 and prior to Phase 6. Should these traffic studies identify roadway or capacity deficiencies, the developer shall work with Polk County on developing mitigation strategies.

I. Schools: School concurrency shall be reviewed at the time the site plan for each phase is reviewed and approved. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.

J. Recreation: The developer shall provide a minimum of 18 acres of recreation space, of which no more than 25 percent may consist of stormwater retention areas. The recreation space shall, at a minimum, include benches, open space, an ADA accessible pervious walking path, and picnic tables. At the developer’s option, the recreation area(s) may be developed with a clubhouse, playground, improved unlighted ball fields, tennis courts, or swimming pool.

K. No development activities shall be permitted within any area delineated as a jurisdictional wetland.

L. No site clearing for a development phase shall occur until site plan approval for that phase has been granted. Upon clearing a phase for development, the least amount of site clearing necessary to accommodate the roadways, utilities, and building pads shall be encouraged. During clearing of a phase, burning or vegetative waste shall be discouraged. When burning does occur, the proper burn permits shall be obtained from the Florida Division of Forestry and shall only occur when atmospheric conditions allow for the vertical evacuation of smoke from the property.

M. All development shall be in accordance with the conceptual site plan attached as Exhibit “B” and made a part of this ordinance.

N. All other code requirements not specifically addressed by this Planned Unit Development shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.
4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon passage on second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 14th day of October, 2013.

PASSED on second reading this 28th day of October, 2013.

CITY OF WINTER HAVEN, FLORIDA

MAYOR/COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY
ORDINANCE NO. O-16-24

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE O-13-26; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The parcels subject to this request are generally located south of Eloise Loop Road, south and west of the Terranova Subdivision, and east of the CSX Railroad tracks. The area covered by this request is 425± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-13-26 as further described in Exhibit “A” attached hereto and made a part of this ordinance.

2. The amendment of Planned Unit Development Ordinance O-13-26 is subject to the following conditions:

A. Uses shall be limited to a maximum of 1,190 detached single-unit lots and/or maximum 335 attached units; however, the total unit count shall not exceed 1,340 units. Other permitted uses include accessory residential units (garage apartments, in-law apartments, etc.), home offices, ballfields, and other recreation areas, clubhouses, and ancillary accessory uses.

Due to identified future roadway and public school capacity deficiencies, development of residential units shall be phased as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Maximum Permitted Units</th>
<th>Estimated Completion Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>150 units</td>
<td>2018</td>
</tr>
<tr>
<td>2</td>
<td>250 units</td>
<td>2021</td>
</tr>
<tr>
<td>3</td>
<td>200 units</td>
<td>2023</td>
</tr>
<tr>
<td>4</td>
<td>200 units</td>
<td>2025</td>
</tr>
<tr>
<td>5</td>
<td>200 units</td>
<td>2027</td>
</tr>
<tr>
<td>6</td>
<td>200 units</td>
<td>2029</td>
</tr>
<tr>
<td>7</td>
<td>140 units</td>
<td>2031</td>
</tr>
</tbody>
</table>
B. Lot sizes for detached single-unit residences shall range from a minimum of 5,500 square feet to a maximum of 10,000 square feet for non-lakefront lots and 43,560 square feet for lakefront lots.

The minimum lot width shall be 50 feet; however, all lots abutting Lake Cunningham shall be a minimum of 70 feet in width.

C. Setbacks for detached single-unit residences shall be as follows:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>30 feet</td>
</tr>
<tr>
<td>Porch</td>
<td>10 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Entry</td>
<td>20 feet</td>
<td>None</td>
</tr>
<tr>
<td>Side Entry</td>
<td>15 feet</td>
<td>None</td>
</tr>
<tr>
<td>Street Side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Porch</td>
<td>10 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>15 feet</td>
<td>None</td>
</tr>
<tr>
<td>Lakefront</td>
<td>40 feet</td>
<td>None</td>
</tr>
<tr>
<td>Accessory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>5 feet</td>
<td>None</td>
</tr>
<tr>
<td>Lakefront</td>
<td>25 feet</td>
<td>None</td>
</tr>
</tbody>
</table>

D. Setbacks for attached multi-unit buildings shall be as follows:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area</td>
<td>15 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Garage</td>
<td>20 feet</td>
<td>None</td>
</tr>
<tr>
<td>Side</td>
<td>7.5 feet</td>
<td>None</td>
</tr>
<tr>
<td>Street Side</td>
<td>15 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>15 feet</td>
<td>None</td>
</tr>
</tbody>
</table>

E. Maximum building height shall be as follows:

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Stories</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family</td>
<td>2</td>
<td>35 feet</td>
</tr>
<tr>
<td>Multi-family</td>
<td>3</td>
<td>45 feet</td>
</tr>
<tr>
<td>Recreation</td>
<td>2</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

F. The maximum area for an accessory structure, excluding swimming pools and pool screen enclosures, shall be 10 percent of the lot area up to a maximum of 1,500 square feet.
G. Landscaping and buffering.

1. A minimum of one tree shall be planted in the front and rear yard of each single-family lot at the time the house on the lot is constructed. A minimum of two (2) trees shall be planted in the front yard and rear yard of each multi-unit building. Trees shall measure a minimum of 1 ¼ inches in caliper (DBH) at planting and no one species shall be used for more than 33 percent of the required trees. Front yard trees shall be planted no further than 5 feet from the utility easement line and no closer than 5 feet from an underground water, sewer, reuse, or electric line; however, no tree shall be planted within a utility easement. Trees shall be selected from the table below.

<table>
<thead>
<tr>
<th>Permitted Tree</th>
<th>Permitted Planting Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Name</td>
<td>Botanical Name</td>
</tr>
<tr>
<td>Live oak</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>Shumard oak</td>
<td>Quercus shumardii</td>
</tr>
<tr>
<td>Sand live oak</td>
<td>Quercus geminata</td>
</tr>
<tr>
<td>Red maple</td>
<td>Acer rubrum</td>
</tr>
<tr>
<td>Sycamore</td>
<td>Plantanus occidentalis</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar styraciflua</td>
</tr>
<tr>
<td>Pignut hickory</td>
<td>Carya glabra</td>
</tr>
<tr>
<td>Scrub hickory</td>
<td>Carya floridana</td>
</tr>
<tr>
<td>Florida elm</td>
<td>Ulmus americana var. floridana</td>
</tr>
<tr>
<td>Winged elm</td>
<td>Ulmas alata</td>
</tr>
<tr>
<td>Chinese elm</td>
<td>Ulmas parvifolia</td>
</tr>
<tr>
<td>Crape myrtle</td>
<td>Lagerstroemia indica</td>
</tr>
<tr>
<td>Ligustrum tree</td>
<td>Ligustrum recurvifolium</td>
</tr>
<tr>
<td>Tabebuia</td>
<td>Tabebuia caraiba</td>
</tr>
<tr>
<td>East Palatka holly</td>
<td>Ilex attenuata</td>
</tr>
<tr>
<td>Chickasaw plum</td>
<td>Prunus angustifolia</td>
</tr>
</tbody>
</table>

This requirement can also be met through the preservation of existing trees on each of the building lots.

2. A 6-foot opaque fence shall be installed where homes will be immediately adjacent to the adjoining Terranova subdivision.

3. A 6-foot opaque fence shall be installed where homes will be immediately adjacent to the adjoining Sundance ranch Estates subdivision as adjacent lots are platted.

H. Transportation Network.

1. Internal streets: All internal local streets shall provide a minimum 50-foot right-of-way for public streets and 40 feet of right-of-way for private streets. Within this right-of-way, the minimum street width shall be 20 feet. All streets shall provide for a curb and gutter drainage system. A minimum 5-foot sidewalk shall be installed on both sides of the street.
2. Cunningham Road: The right-of-way for the Cunningham Road extension shall be a minimum of 80 feet in width. The roadway shall contain a minimum of two (2) 11-foot travel lanes. Minimum 5-foot sidewalks shall be installed on both sides of the street. To facilitate pedestrian traffic to Chain of Lakes Elementary, the sidewalks shall extend to County Road 653. All improvements and connections to Cunningham Road shall be approved and permitted by Polk County.

3. Eloise Loop Road/Thompson Nursery Road Realignment: The right-of-way for the proposed realignment of Eloise Loop Road/Thompson Nursery Road shall be a minimum of 120 feet. All improvements and connections relating to this roadway shall be approved and permitted by Polk County. Minimum 6-foot sidewalks shall be installed on both sides of the street.

4. Street lighting:
   - Streetlights shall be provided along all internal local streets. A minimum lighting standard of 0.4 foot-candles shall be provided on all roadways. If internal streets are to be maintained by the City, only cobra-head lighting fixtures utilizing full cut-off luminaires shall be permitted. If streets are to be maintained by an entity other than the City or Polk County, the use of cobra-head fixtures or decorative lighting shall be permitted; however, any pole-mounted cobra-head lighting fixtures shall utilize full cut-off luminaires.
   - All streetlights shall be installed at the expense of the developer. For streets maintained by an entity other than the City or Polk County, all street lighting costs including initial installation, on-going maintenance, and monthly electric usage charges shall be the responsibility of the developer, a homeowners' association, or other entity.
   - Streetlights shall be provided along all abutting collector and arterial roadways at a ratio approved by Polk County at the time the roadways are constructed.

5. Connectivity: A minimum of two (2) connections to each development phase, or platted subdivision, shall be provided to the adjoining collector roadway. A minimum of one (1) connection shall be made between each development phase or platted subdivision. A minimum of one (1) reserved right-of-way stub-out shall be provided to any adjoining vacant, upland property greater than 10 acres.

6. The developer shall improve CR 653 to accommodate two (2), 12-foot travel lanes with paved shoulders within the existing right-of-way. These improvements shall extend from the roadway improvements constructed by the Polk County School Board on the north to the southbound right-turn lane to the Hart Lake Cove Subdivision on the south. These improvements shall be coordinated and approved by Polk County through a road infrastructure agreement. All intersection improvements at the intersection of CR 653 and Cunningham Road shall adhere to Polk County Land Development Code requirements and standards.

7. Development of the westernmost multi-family area as shown on the conceptual site plan shall not occur until a dedicated legal access to a public right-of-way is established.
8. Updated traffic studies, following methodology established by the Polk Transportation Planning Organization (TPO), shall be submitted at the time of site plan review following development (plating for single-family units or construction for multi-family units) of 400 units, 800 units, and 1,200 units. Traffic studies shall be reviewed by the Polk TPO. Should these traffic studies identify roadway or capacity deficiencies, the developer shall work with Polk County on developing mitigation strategies.

I. Schools: School concurrency shall be reviewed at the time a site plan for a phase is reviewed and approved. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.

J. Recreation: The developer shall provide a minimum of 18 acres of recreation space, of which no more than 25 percent may consist of stormwater retention areas. The recreation space shall, at a minimum, include benches, open space, an ADA accessible pervious walking path, and picnic tables. At the developer's option, the recreation area(s) may be developed with a clubhouse, playground, improved unlighted ball fields, tennis courts, or swimming pool.

K. No development activities shall be permitted within any area delineated as a jurisdictional wetland.

L. No site clearing for a development phase shall occur until site plan approval for that phase has been granted. Upon clearing a phase for development, the least amount of site clearing necessary to accommodate the roadways, utilities, and building pads shall be encouraged. In no case, shall more than 80 percent of the total development site be cleared by the developer; however, no limitations on clearing shall be placed on the final homeowner after completion of the house. During clearing of a phase, burning or vegetative waste shall be discouraged. When burning does occur, the proper burn permits shall be obtained from the Florida Division of Forestry and shall only occur when atmospheric conditions allow for the vertical evacuation of smoke from the property.

M. All development shall be consistent with the attached conceptual site plan; however, deviation from the conceptual site plan to address safety, design, technical, or permitting issues identified during formal site plan review may be permitted.

N. Should any subdivision utilize privately maintained streets, the following note shall be added to each page of future subdivision plats:

"Notice: This subdivision contains private roadways owned and maintained by the lot owners of this subdivision. Maintenance of these roadways, including the pavement, drainage infrastructure, street lighting (including monthly electric usage charges), access gates, and signage shall be the responsibility of the homeowners' association, or in the absence of an association, the lot owners of record."

O. All development shall be in general accordance with the Conceptual Site Plan attached hereto as Exhibit "B."

P. All other code requirements not specifically addressed by this Planned Unit Development shall apply.
3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon passage at second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 8th day of August, 2016.

PASSED on second reading this ____ day of __________, 2016.

CITY OF WINTER HAVEN, FLORIDA

____________________________
MAYOR-COMMISSIONER

ATTEST:

____________________________
CITY CLERK

Approved as to form:

____________________________
CITY ATTORNEY
Honorable Mayor and City Commissioners

Deric C. Feacher, City Manager

Tony G. Jackson, Fire Chief

Emergency Medical Dispatch Service

BACKGROUND:

In January 2004 the City of Winter Haven signed a contract with Polk County Communications Center for fire and emergency medical dispatch services for the Winter Haven Fire Department. In August 2010, operations of processing fire/rescue emergency calls transitioned to the Polk Sheriff's Office.

The Sheriff's Office employs a methodology to adequately reflect costs of these services by calculating the number of emergency calls, average dispatch time, average hourly rate of a tele-communicator and direct fire dispatch costs. If the calculated rate exceeds a five percent increase, the contract rate is limited to five percent increase to the previous rate.

FINANCIAL IMPACT:

The new 2016-2017 fiscal year dispatch rate is established at $92,852, which is a 4.99 percent increase over the former rate of $88,431.

RECOMMENDATION:

Staff recommends City Commission approve the expenditure of $92,852 for dispatch services provided by the Polk County Sheriff's Office.

ATTACHMENT:

Interlocal Agreement Modification No. 3
August 2, 2016

Deric Feacher, City Manager
City of Winter Haven
Post Office Box 2277
Winter Haven, FL 33881-2277

Re: Modification No. 3 to the Interlocal Agreement with the PCSO

Dear Mr. Feacher:

Please find the enclosed copy of Modification No. 3 to the Interlocal Agreements with the Polk County Sheriff’s Office for dispatch services to the City. At your earliest convenience, please execute it and return the original copy to my attention in the Office of Legal Affairs at the Sheriff’s Office.

Should you have any questions, please feel free to call me at (863) 298-6515.

Sincerely,

Mario J. Cabrera
Staff Attorney, Office of Legal Affairs

MJC/mkc
Enclosures as indicated
xc:  File
MODIFICATION NO. 3
TO THE INTERLOCAL AGREEMENT BETWEEN
CITY OF WINTER HAVEN AND GRADY JUDD, AS SHERIFF OF POLK COUNTY,
FLORIDA

This Modification Number 3 is effective on October 1, 2016, and hereby amends Article 7.2 of the Interlocal Agreement executed by and between City of Winter Haven, a municipality of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as “CITY”) and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as “SHERIFF”) (together, “the Parties”) which commenced on October 1, 2013, for a period of four (4) years.

WHEREAS, the Parties desire to modify Article 7.2 to include the dollar amount for the Fire/Rescue Emergency 9-1-1 calls for the term of October 1, 2016 through September 30, 2017.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. MODIFICATIONS:

(a) ARTICLE 7.2 - FIRE/RESCUE EMERGENCY 9-1-1 CALLS - is amended with deleted language in “strike through” and added language in “double underline” as follows:

Fire/Rescue Emergency 9-1-1 calls. In addition to the amounts listed in paragraphs 7.1 and 7.3, CITY shall also pay the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 calls as agreed to be performed the sum of ninety two thousand eight hundred fifty two dollars ($92,852.00) for the term of October 1, 2016, through September 30, 2017. The annual amount for subsequent year (October 1, 2014 through September 30, 2015, October 1, 2015 through September 30, 2016, and October 1, 2016 through September 30, 2017) shall be determined each...
year upon the agreed to formula: Personnel Costs will be calculated using the CITY’s fire calls for service multiplied by average dispatch time multiplied by average telecommunicator rate. Operating costs will be calculated by taking the CITY’s fire calls for service divided by the total fire calls for service multiplied by direct fire dispatch operating costs and the increase amount will be limited to a five percent (5%) increase over the previous year’s rate. The amount determined from the formula for the year (October 1, 2014 through September 30, 2015, October 1, 2015 through September 30, 2016, and October 1, 2016 through September 30, 2017) will be sent to CITY on or before the due date and incorporated into this Agreement in the form of a modification as set forth in Section 21.

II. MISCELLANEOUS.

(a) All terms and conditions of the Contract remain full force and effect.

(b) This Modification No. 3 constitutes the full and complete agreement of the Parties with respect to the subject matter and supersedes any prior contract, arrangements, and communications, whether oral or written, with respect to the subject matter.

(c) As of the date of this Modification No. 3, each party represents that it is not aware of any facts or circumstances that would, upon satisfaction of any notice or cure requirements, constitute an Event of Default by the other party.

(d) This Modification No. 3 may be executed in duplicate, each duplicate copy of this Modification No. 3 shall be treated as an original, and facsimile signatures are acceptable as original signatures.

(e) Each person signing this Modification No. 3 warrants that he or she is duly authorized to do so and to bind the respective party.
IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the
uses and purposes set forth herein.

POLK COUNTY SHERIFF’S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ANDRIA MCDONALD
Date: 7-27-16

APPROVED AS TO FORM:
BY SHERIFF’S COUNSEL

(LEFT BLANK INTENTIONALLY)
CITY OF WINTER HAVEN
BY DERIC FEACHER, CITY MANAGER

ATTEST
BY CITY CLERK

Date: ____________________________

APPROVED AS TO FORM

BY ____________________________
CITY ATTORNEY

Initials: _______
DATE: August 4, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager
Merle H. Bishop, Growth Management Director
Eric Labbe, Planning Manager

FROM: Sean H. Byers, Senior Planner


BACKGROUND:

The City has participated in the National Flood Insurance Program (NFIP) since September 30, 1981. As part of this program, the City has areas designated as “Special Flood Hazard Areas (SFHAs)” on Flood Insurance Rate Maps. Within these areas, there are currently 261 flood insurance policies issued. As a participating agency, the City undergoes periodic compliance reviews by the Florida Division of Emergency Management. The most recent review was completed July 22, 2016, and the City was found to be in compliance.

As part of the compliance review, field review staff identified steps the City could take to exceed the NFIP’s minimum standards, and allow participation in the Community Rating System (CRS). Participation in the CRS allows flood insurance policy holders within the City to receive discounts on their annual premiums. One step in meeting eligibility in the CRS was the adoption of revised floodplain regulations June 27, 2016. To complete eligibility, the City must adopt a resolution committing to implementing NFIP performance measures. The performance measures are as follows:

1. Adopt a flood damage prevention ordinance based on the State model that is coordinated with the Florida Building Code.

2. Conduct annual inspections of development in SFHAs to be reported annually that addresses identified compliance issues to be resolved through enforcement and mitigation to the maximum extent possible.

3. Administer a flood zone permit application for regulating all development in SFHAs with procedures and checklists approved by State and Region IV.

4. Ensure accurate completion of all elevation certificates before vertical construction and prior to issuance of certificates of occupancy.

5. Annually disseminate letters to utility companies concerning tanks that must be elevated or anchored and new HVAC equipment that must be elevated above the BFE.

6. Administer substantial improvement/damage determination procedures approved by State and Region IV staff and maintenance of permanent records of determinations.
7. Provide DFIRMs or links to DFIRMs and elevation certificates on the community’s website where feasible.

FINANCIAL IMPACT:

There will be no direct financial impact to the City as a result of this request; however, property owners required by law to purchase flood insurance may see reduced insurance premiums as a result of the City implementing the identified performance measures.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-16-21.

ATTACHMENT:

Resolution R-16-21
RESOLUTION R-16-21

A RESOLUTION TO IMPLEMENT PERFORMANCE MEASURES REQUIRED TO ACHIEVE ELIGIBILITY FOR THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS).

WHEREAS, the City of Winter Haven has been a National Flood Insurance Program (NFIP) participant in good standing since September 30, 1981, and seeks to improve its flood resiliency by participating in the Community Rating System (CRS); and,

WHEREAS, the City of Winter Haven has designated special flood hazard areas on NFIP flood insurance rate maps that were adopted November 19, 2003, and the community has 261 NFIP policies; and,

WHEREAS, the City of Winter Haven has reviewed and re-dedicated itself to meeting all requirements for joining the NFIP that it adopted by Resolution when it first joined the voluntary NFIP; and,

WHEREAS, the City of Winter Haven has been determined to be compliant by the Florida Division of Emergency Management by virtue of a NFIP Field Community Assistance Contact (FCAC) Report that was closed July 22nd, 2016; and,

WHEREAS, the City of Winter Haven has developed and is actively implementing "performance measures" to ensure that its floodplain management program meets and exceeds the minimum requirements of the NFIP; and,

WHEREAS, it is the intent of this Commission to participate in the CRS program and strive to exceed the minimum NFIP requirements set forth in Parts 59, 60, and 65 of the National Flood Insurance Program Regulations (Title 44 of the Code of Federal Regulations); and by implementing the Florida's unified minimum CRS credits will act to adopt additional measures that may improve its CRS rating.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF WINTER HAVEN, FLORIDA:

1. Assures the State of Florida Division of Emergency Management and the
Department of Homeland Security’s Federal Emergency Management Agency
(FEMA) that it will enact as necessary, and maintain in force in those areas
having flood, or flood-related hazards, adequate land use and floodplain
regulations with effective enforcement provisions necessary to implement an
NFIP-compliant program and to implement the seven performance measures
required to ensure consistency with enhanced performance measures to
participate in the CRS program as referenced and incorporated herein.

2. Vests the City’s floodplain administrator and his/her associates with the
responsibility, authority and means to implement the following performance
measures which are incorporated by reference:

A. Adopt a flood damage prevention ordinance based on the State model that is
coordinated with the Florida Building Code.

B. Conduct annual inspections of development in SFHAs to be reported annually
that addresses identified compliance issues to be resolve through
enforcement and mitigation to the maximum extent possible.

C. Administer a flood zone permit application for regulating all development in
SFHAs with procedures and checklists approved by State and Region IV.

D. Ensure accurate completion of all elevation certificates before vertical
construction and prior to issuance of certificates of occupancy.

E. Annually disseminate letters to utility companies concerning tanks that must
be elevated or anchored and new HVAC equipment that must be elevated
above the BFE.

F. Administer substantial improvement/damage determination procedures
approved by State and Region IV staff and maintenance of permanent
records of determinations.

G. Provide DFIRMs or links to DFIRMs and elevation certificates on the
community’s website where feasible.

3. The City also agrees to take such other official action as may be
reasonably necessary to carry out the objectives of the CRS program.
INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 22nd day of August, 2016.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form:

City Attorney
DATE: August 9, 2016
TO: Honorable Mayor and City Commissioners
VIA: Deric C. Feacher, City Manager
Merle Bishop, Growth Management Director
Eric Labbe, Planning Manager
FROM: Sean Byers, Senior Planner
SUBJECT: Ordinance 0-16-01: Request by Highland Cassidy, LLC to amend a portion of Planned Unit Development Ordinance 0-06-89. General Location: The two vacant parcels generally located east of Cooley Road, north of State Road 540, and west of Old Eagle Lake/Winter Haven Road. The area covered by this request is 52.38± acres.

BACKGROUND:

Highland Cassidy, LLC, petitioner, requests the City amend a portion of Planned Unit Development Ordinance O-06-89 for the purpose of removing the condition that required the development of reclaimed water reuse lines and revising the adopted site plan. The subject area containing 52.38± acres, and consisting of declining citrus groves, was to be developed as Normandy Heights Phase Two about eight years ago. A separate 38-acre portion of the current PUD located west of Cooley Road was sold by the petitioner in 2009, and is not included as part of this request.

With the improving housing market, the petitioner plans to move forward with a smaller version of Normandy Heights Phase Two by focusing on the portion east of Cooley Road. The total number of residential units will be reduced from 446 to 226 and limited to single-family residential. Access to the development will be from entrances on Cooley Road and Old Eagle Lake Road. All internal roadways will be privately owned and maintained by the developer, homeowners’ association, or similar entity. As previously stated, the petitioner is requesting removal of a condition requiring reuse “dry-lines” within the development due to the distance to the nearest reclaimed water main.

Along with the petitioner’s requested changes, staff amended the following items for consistency with the 2025 Comprehensive Plan and current design practices:

- Addition of accessory structure requirements;
- Expanded options for yard trees and a requirement to warranty new trees;
- Revised buffer yard requirements without reference to specific buffer yard types;
- Requirement for a 6-foot sidewalk on Cooley Road as this directly leads to nearby Lake Shipp Elementary School;
- Street lighting requirements based on lighting intensity as opposed to spacing;
- Addition of public school concurrency requirements; and
- Addition of language requiring a statement concerning private roads is placed on the subdivision plat.
SURROUNDING USES:

The subject area consists of declining citrus groves. Surrounding uses include vacant land, single-family residential, and Lake Shipp Elementary School to the north; single-family residential and agricultural land to the east; single-family residential to the south; and citrus groves to the west. Overall, this portion of southwest Winter Haven can be characterized as transitioning from agricultural uses to low density residential with sporadic convenience retail uses located at major roadway intersections.

COMPREHENSIVE PLAN:

The area covered by this request is designated as Residential-Low Density which permits between 2 and 10 dwelling units per acre. The proposed PUD amendments are consistent with the adopted Future Land Use designation.

NOTIFICATION:

All public notification requirements for these requests were met.

FINANCIAL IMPACT:

There is no financial impact to the City with this request.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its January 5, 2016 regular meeting, unanimously voted to recommend approval of this request. One member of the public spoke at the meeting and expressed concerns relating to school and public bus stops, utility lines cutting across properties, and questioned the future of the adjacent Fruitland Park Subdivision.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-16-01.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Future Land Use Policy 1.3.2 (Residential-Low Density)
Existing PUD Ordinance O-06-89
Conceptual Site Plan
Ordinance O-16-01
Policy 1.3.2: *Residential-Low Density.* Attached, detached, and manufactured residential uses ranging in density from 2.01 to 10.0 dwelling units per acre shall be mapped as Residential-Low Density on the Future Land Use Map. Secondary uses that are generally compatible with Residential-Low Density include houses of worship, schools, and recreational uses such as clubhouses, golf courses, and playgrounds.

A. Properties designated as Residential-Low Density may be located along existing or proposed arterial, collector, or local streets. Where properties designated as Residential-Low Density are located along an arterial roadway, no individual platted lots shall directly access the arterial street.

B. To further the objective of creating a compact and efficient growth pattern, all new residential subdivisions shall be required to connect, when possible, to existing adjacent subdivisions, and/or provide for future access to adjoining vacant tracts of land.

C. All residential subdivisions containing 60 or more building lots should provide a minimum of two access points, and when possible, access points on to multiple roadways.

D. Residential development planned as a single, mixed-use development may include one non-residential use, occupying not more than one acre of land, including parking and stormwater retention facilities, and limited to local convenience and service areas, for every 50 dwelling units. The non-residential use shall not exceed 5,000 square feet of gross leasable area.

E. Any parcel located along an established or proposed fixed transit route may be permitted up to 12 dwelling units per acre.

F. The maximum intensity for assisted living facilities, nursing homes, and dormitories shall be 20 beds per acre.
ORDINANCE NO. O-06-89

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO THREE (3) PARCELS ANNEXED INTO THE MUNICIPAL LIMITS OF THE CITY OF WINTER HAVEN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The parcels are generally located north and east of State Road 540, south of Camellia Drive, and east and west of Cooley Road. The area covered by this request is 91± acres.)

WHEREAS, there has been a request to assign Planned Unit Development (PUD) zoning district for the property described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land described in Exhibit "A" attached hereto and made a part of this ordinance, as Planned Unit Development (PUD) zoning district.

2. The zoning assignment of Planned Unit Development (PUD) zoning as shown in Exhibit "A" is conditioned upon complying with the following:

   A. All uses shall be limited to single-family residential, townhouses, and ancillary uses. The total number of single-family units shall not exceed 318 and the total number of townhouses shall not exceed 128.

   B. There shall be no short-term rentals as defined by state statute and/or Polk County ordinance.

   C. Minimum lot sizes for the single-family phases shall be a minimum of 50 feet in width and shall contain a minimum of 5,750 square feet.
D. Setbacks for structures in the single-family phases of the development shall be as follows:

- Front: 15 feet
- Rear: 15 feet
- Side: 5 feet
- Street Side: 15 feet
- Garage Setback: 20 feet
- Accessory Structures: 5 feet

E. Minimum sizes for individual townhouse building tracts shall be 21,850 square feet for the 8-unit structures and 27,600 square feet for the 10-unit structures.

F. Setbacks for structures in the townhouse phase of the development shall be as follows:

- Front: 15 feet
- Rear: 15 feet
- Side: 10 feet
- Street Side: 15 feet

G. Maximum building height within all phases shall be 35 feet.

H. All internal rights-of-ways shall be a minimum of 45 feet in width with 12-foot public utility easements on both sides. Roadways shall be a minimum of 20 feet in width and shall have curbs and gutters. All internal streets shall be privately owned and maintained by the development's homeowners' association or other responsible entity.

I. The developer shall dedicate sufficient rights-of-way to allow for 30 feet to the centerline along the subdivision's frontage on Camellia Drive and sufficient rights-of-way to allow for 40 feet to the centerline along the subdivision's frontage on Cooley Road.

J. Sidewalks measuring a minimum of 4 feet in width shall be installed on each lot prior to a Certificate of Occupancy being issued, on both sides of all internal streets. The developer shall install, prior to platting, sidewalks measuring a minimum of 5 feet in width along the subdivision's frontage on Camellia Drive and Cooley Road.

K. Street lighting shall be installed along all streets at a ratio of no less than one (1) light per 300 linear feet of roadway. A street lighting plan shall be submitted to the City for review prior to submittal of the final subdivision plat. Street lighting in excess of this standard shall be at the expense of the developer or homeowners' association.
L. The developer shall install reclaimed water reuse lines throughout the development. The reuse lines shall be connected to the City's reuse water system when it becomes available to the development. All water used for irrigation shall be from the reuse system.

M. The development's wastewater lift-station shall be designed with sufficient capacity to accommodate wastewater from the Fruitland Park Subdivision located on Cooley Road.

N. Upon construction of individual homes in the subdivision, two (2) trees, with a minimum caliper of two (2) inches, shall be planted in the front yard and rear yard of each lot, with the tree in the front yard being located no further than five (5) feet from the utility easement line. Upon construction of the multi-family buildings, three (3) trees shall be planted in front and rear of each building. Trees planted shall be one (1) of the following types: Live Oak, Shumard Oak, Red Maple, Florida Sugar Maple, or Sycamore. All trees shall be Florida Number 1.

O. A 10-foot type "C" buffer shall be installed along the development's frontages on Camellia Drive and Cooley Road. A 25-foot type "E" buffer with a wall, and meandering berm shall be installed along State Road 540.

P. No clearing of the development site shall occur until all site development permits have been received. No burning of vegetation shall occur without a permit from the City. When permitted, burning shall occur during weather conditions that allow for the vertical evacuation of smoke from the site.

Q. At a minimum, one (1) acre of Recreation and Retention Tract "C", located at the southwest corner of Camellia Drive and Cooley Road, shall be retained as useable open space available as a recreational area for the development's residents.

R. A southern entrance into the residential portion of the development shall be provided from State Road 540, east of Cooley Road. Should the Florida Department of Transportation deny access to State Road 540, the southern entrance shall be aligned to connect with Old Eagle Lake Road.

S. All development shall be in accordance with the site plan attached to this ordinance as Exhibit "B".

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. All ordinances in conflict herewith are hereby repealed.
5. This ordinance shall take effect immediately upon passage at second reading, provided, however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 27th day of November, 2006.

PASSED on second reading this 11th day of December, 2006.

CITY OF WINTER HAVEN, FLORIDA

[Signature]
MAYOR-COMMISSIONER

ATTEST:

[Signature]
CITY CLERK

Approved as to form:

[Signature]
CITY ATTORNEY
Proposed Conceptual Site Plan
ORDINANCE NO. O-16-01

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO AMEND A PORTION OF PLANNED UNIT DEVELOPMENT ORDINANCE O-06-89; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The two vacant parcels generally located east of Cooley Road, north of State Road 540, and west of Old Eagle Lake/Winter Haven Road. The area covered by this request is 52.38± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend a portion of Planned Unit Development Ordinance O-06-89 as further described in Exhibit “A” attached hereto and made a part of this ordinance.

2. The amendment of the described portion of Planned Unit Development Ordinance O-06-89 is subject to the following conditions:

A. All uses shall be limited to a total of 226 single-family units, ancillary accessory uses, and home occupations as permitted by Section 21-211 of the Winter Haven Code of Ordinances. There shall be no short term rentals as defined by Florida Statutes and/or the Polk County Land Development Regulations.

B. Lot and Building Standards.

<table>
<thead>
<tr>
<th>Development Requirement</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Area</td>
<td>Minimum 5,750 square feet</td>
</tr>
<tr>
<td>Lot Width</td>
<td>Minimum 50 feet</td>
</tr>
<tr>
<td>Principal Structure</td>
<td></td>
</tr>
<tr>
<td>Setbacks</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>Living Area, Front Porch, or Side Entry Garage</td>
</tr>
<tr>
<td></td>
<td>Front Entry Garage</td>
</tr>
<tr>
<td>Side</td>
<td>Interior Lot line</td>
</tr>
<tr>
<td></td>
<td>Side Street</td>
</tr>
<tr>
<td>Rear</td>
<td>Minimum 15 feet</td>
</tr>
<tr>
<td>Building Height</td>
<td>Maximum 2 floors up to 35 feet</td>
</tr>
<tr>
<td>Accessory Structures</td>
<td></td>
</tr>
<tr>
<td>Setbacks</td>
<td>Side and Rear Lot Line- 3 feet</td>
</tr>
<tr>
<td></td>
<td>Separation from Principal Structure- 5 feet</td>
</tr>
<tr>
<td>Maximum Area: 575 square feet</td>
<td></td>
</tr>
<tr>
<td>Maximum Height: 24 feet</td>
<td></td>
</tr>
</tbody>
</table>
C. Landscaping.

1. A minimum 10-foot landscape buffer shall be installed along Cooley Road. At a minimum, the buffer shall contain the following plantings:

<table>
<thead>
<tr>
<th>Plant Material</th>
<th>Planting Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overstory Tree</td>
<td>1 per 100 linear feet</td>
</tr>
<tr>
<td>Understory Tree</td>
<td>2 per 100 linear feet</td>
</tr>
<tr>
<td>Large Shrub</td>
<td>5 per 100 linear feet</td>
</tr>
</tbody>
</table>

Though not required, if a wall or fence is installed along Cooley Road, the maximum height of the wall/fence shall be 6 feet; however for architectural enhancement, wall or fence columns may extend up to 7 feet in height. The use of chain-link fencing along Cooley Road shall be prohibited.

2. A minimum 25-foot landscape buffer with a minimum 6-foot wall and/or meandering berm shall be installed along State Road 540. At a minimum, the buffer shall contain the following plantings:

<table>
<thead>
<tr>
<th>Plant Material</th>
<th>Planting Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overstory Tree</td>
<td>3 per 100 linear feet</td>
</tr>
<tr>
<td>Understory Tree</td>
<td>4 per 100 linear feet</td>
</tr>
<tr>
<td>Large Shrub</td>
<td>11 per 100 linear feet</td>
</tr>
</tbody>
</table>

For architectural enhancement, wall columns may extend up to 7 feet in height.

3. A minimum of one tree shall be planted in the front and rear yard of each single-family lot at the time the house on the lot is constructed. Trees shall measure a minimum of 1 ¼ inches in caliper (DBH) and shall be one of the species contained in the table below. No one species shall be used for more than 33 percent of the required trees. Front yard trees shall be planted no further than 5 feet from the utility easement line and no closer than 5 feet from an underground water, sewer, reuse, or electric line; however, no tree shall be planted within a utility easement.

<table>
<thead>
<tr>
<th>Permitted Tree</th>
<th>Permitted Planting Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Name</td>
<td>Botanical Name</td>
</tr>
<tr>
<td>Live oak</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>Shumard oak</td>
<td>Quercus shumardii</td>
</tr>
<tr>
<td>Sand live oak</td>
<td>Quercus geminata</td>
</tr>
<tr>
<td>Red maple</td>
<td>Acer rubrum</td>
</tr>
<tr>
<td>Sycamore</td>
<td>Plantanus occidentalis</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar styraciflua</td>
</tr>
<tr>
<td>Pignut hickory</td>
<td>Carya glabra</td>
</tr>
<tr>
<td>Scrub hickory</td>
<td>Carya floridana</td>
</tr>
<tr>
<td>Florida elm</td>
<td>Ulmus americana var. floridana</td>
</tr>
<tr>
<td>Winged elm</td>
<td>Ulmas alata</td>
</tr>
<tr>
<td>Chinese elm</td>
<td>Ulmas parvifolia</td>
</tr>
<tr>
<td>Crape myrtle</td>
<td>Lagerstroemia indica</td>
</tr>
</tbody>
</table>
Ligustrum tree | Ligustrum recurvifolium | Front yard only
--- | --- | ---
Tabebuia | Tabebuia caraiba | Front or rear yard
East Palatka holly | Ilex attenuata | Front or rear yard
Chichasaw plum | Prunus angustifolia | Front or rear yard

All trees shall be guaranteed by the developer or homebuilder for a period of one year from planting.

4. The use of Florida Friendly plantings shall be required.

D. Transportation.

1. All internal rights-of-ways shall be a minimum of 45 feet in width with 12-foot public utility easements on both sides. Roadways shall be a minimum of 20 feet in width and shall have curbs and gutters. All internal streets shall be privately owned and maintained by the developer, homeowners' association, or other responsible nongovernmental entity.

2. Sidewalks measuring a minimum of 4-feet in width shall be installed on both sides of all internal roadways. The developer shall install prior to platting, a sidewalk measuring a minimum of 6 feet in width along the development's frontage with Cooley Road.

3. A southern entrance into the subdivision shall be provided from Old Eagle Lake Road.

4. The developer shall dedicate sufficient rights-of-way to allow for 40 feet to the centerline along the development's frontage with Cooley Road. The developer shall coordinate with Polk County on the amount of rights-of-way required for the development's frontage with Old Eagle Lake Road.

5. Street lighting shall be provided on internal streets within the subdivision. A minimum lighting standard of 0.4 foot-candles shall be provided on all roadways. The use of overhead cobra-head fixtures or decorative lighting shall be permitted; however, any pole-mounted cobra-head lighting fixtures shall utilize full cut-off luminaires. All lighting fixtures shall utilize LED or equivalent energy efficient lighting technologies. All street lighting costs including initial installation, on-going maintenance, and monthly electric usage charges shall be the responsibility of the developer or homeowners' association.

E. Utilities.

1. The development's wastewater lift-station shall be designed with sufficient capacity to accommodate wastewater from the Fruitland Park Subdivision located on Cooley Road.

2. Due to the distance to existing or proposed reclaimed water reuse lines, the installation of reclaimed water reuse dry lines within the development shall not be required.

F. At a minimum, a 1-acre recreation area shall be provided within the development to be owned and maintained by the developer or homeowners' association. The recreation area shall include a minimum of 2 recreational components that may include: playground, picnic tables, community pavilion, swimming pool, multi-purpose court, or community garden.
G. School Concurrency.

School concurrency shall be reviewed at the time of site plan submittal. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.

H. No clearing of the development site shall occur until all site development permits have been received. No burning of vegetation shall occur without a permit. When permitted, burning shall occur during weather conditions that allow for the vertical evacuation of smoke from the site.

I. As this subdivision will utilize privately maintained streets, the following note shall be added to each page of future subdivision plats:

"Notice: This subdivision contains private roadways owned and maintained by the lot owners of this subdivision. Maintenance of these roadways, including the pavement, drainage infrastructure, street lighting (including monthly electric usage charges), access gates, and street signage shall be the responsibility of the homeowners' association, or in the absence of an association, the lot owners of record."

J. All development shall be consistent with the conceptual site plan attached as Exhibit “B”; however deviation from the conceptual site plan to address safety, design, technical, or permitting issues identified during formal site plan review may be permitted.

K. All other code requirements shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon passage at second reading, provided; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 22nd day of August, 2016.

PASSED on second reading this ____ day of ____________, 2016.
CITY OF WINTER HAVEN, FLORIDA

______________________________
MAYOR-COMMISSIONER

ATTEST:

______________________________
CITY CLERK

Approved as to form:

______________________________
CITY ATTORNEY
DATE: August 17, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager

FROM: Merle H. Bishop, Growth Management Director

SUBJECT: Approval of an Acquisition and Redevelopment Agreement for City owned property located at 245 and 255 West Central Avenue, Winter Haven, Florida, also known as the former U.S. Social Security Building site, pursuant to RFP-14-60 and Authorization for execution by the Mayor and appropriate City Officials and for the City Manager to take all necessary steps to implement the terms of the Agreement.

BACKGROUND:

The City purchased three parcels of property September 29, 2006 for $1.1 million as part of a larger assemblage of parcels by the City for the construction of the downtown parking garage. The largest of the three parcels, totaling approximately 0.34 acres and located on Avenue A, NW, was used in the development of the parking garage. The two smaller parcels, totaling approximately 0.25 acres and located at 245 and 255 West Central Avenue, were not required in the final design and construction of the parking garage. A one story masonry building of approximately 9,422 square feet, originally constructed in 1940 and 1947, currently occupies the two parcels on West Central Avenue. The building has been vacant since May 31, 2013. The property is located within the downtown business district, the Core Improvement Area, the City’s Primary Activity Center and the City of Winter Haven Downtown Community Redevelopment Area (Downtown CRA). Because of the City’s ownership, the property currently generates no ad valorem taxes or other public revenue. The City currently spends approximately $9,450.00 per year for insurance, operation and maintenance on the building. The building has fallen into disrepair and fails to contribute to the economic development of the Downtown CRA which has undergone major redevelopment over the past decade.

In 2013, the City determined the sale and redevelopment of the property for mixed-uses would help achieve the vision for the Downtown CRA and Primary Activity Center by enhancing the existing character of downtown and facilitating continued economic vitality and growth within the Downtown CRA and other areas of the City. Accordingly, the City issued a Request for Proposal (RFP-13-27) May 1, 2013 for the sale of the “former Social Security Building” property. There was one response to RFP-13-27 received by the City from Tree Swallow Partners, LLC (owned by Six/Ten Corporation) dated May 29, 2013. There was no purchase price identified in the proposal and the City and Tree Swallow Partners (Six/Ten) failed to negotiate a sale and redevelopment of the property.
The City issued a second Request for Proposal (RFP-14-60) July 8, 2014. This proposal was more robust than RFP-13-27 in that it included more descriptive information about the Winter Haven location, economy, demographics and market factors. RFP-14-60 was distributed to a larger market than the previous RFP, including being published on “LoopNet.com,” a leading commercial real estate internet service. There was one response to RFP-14-60 received by the City from Six/Ten, LLC dated September 10, 2014.

The Proposal dated September 10, 2014 was presented to the Downtown CRA Advisory Committee November 10, 2014 and the Committee voted to recommend to the CRA Board to direct the City Manager to proceed with negotiations with Six/Ten, LLC for the sale of the property pursuant to RFP 14-60 and to bring back an Agreement for further consideration and approval by the City Commission. The CRA Board met January 12, 2015 and voted to direct the City Manager to proceed with negotiations of an Agreement with Six/Ten, LLC for the sale and redevelopment of the property pursuant to RFP 14-60 and to bring back an Agreement for further consideration by the City Commission. Since this CRA Board meeting, the City Manager and staff have met numerous times in person and corresponded with representatives of Six/Ten, LLC regarding the sale and redevelopment of the property pursuant to RFP 14-60. A proposed Acquisition and Redevelopment Agreement as more particularly described below is now presented to the City Commission for further consideration.

An appraisal of the property was performed July 17, 2013 by Mr. Joseph String, MAI. The estimated appraised value as determined by Mr. String was $430,000. The appraisal did not assign separate values for the land and the building. The 2016 Polk County Property Appraiser’s records estimate a land value of $133,516.00 and a building value of $376,899.00 for a total value of $510,415.00 for the property.

FINANCIAL IMPACT:

The annual expense to maintain and insure the building is $9,450.00. Additionally, the City has not collected ad valorem taxes for the property since the 2006 purchase by the City. Based on a current total taxable value for the land and building of $510,415.00, the estimated lost annual tax revenue is approximately $2,955.30 each fiscal year.

If the City continues to own the property and offer it for leasable retail and/or office space, the building will require interior renovations, exterior façade improvements and potential roof repairs. Based on estimates obtained from two contractors, the estimate for making basic renovations to the building would be a minimum of approximately $130,000.00.

The current amount of the purchase offer for the property which followed Six/Ten LLC’s response to RFP 14-60, is stated in a letter from Carl J. Strang, III, CEO, Six/Ten, LLC dated May 10, 2016 and is reflected in the proposed Acquisition and Redevelopment Agreement, is for an amount equal to the Polk County Property Appraiser’s 2016 value of the land only. The Polk County Property Appraiser’s 2015 and 2016 land value for the property is $133,516.00. Mr. Strang has stated the building has no market value to Six/Ten since they intend to demolish the building and redevelop the property for a multi-story building with leasable retail, office space and possible residential units. The proposed offer includes an estimated financial benefit analysis for the City over a 10-year period as follows:
Direct, One-time revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price for the land</td>
<td>$133,516.00</td>
</tr>
<tr>
<td>Estimated Utility Connection/Impact fees</td>
<td>$8,597.54</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td><strong>$142,113.54</strong></td>
</tr>
</tbody>
</table>

Estimated Revenue Over A 10-year Period

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad Valorem Tax</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Sewer &amp; Water Fees (0.55 psf/year)</td>
<td>$82,500.00</td>
</tr>
<tr>
<td>City Tax on Electric Utilities (7.1%/2.0 PSF/Year)</td>
<td>$21,300.00</td>
</tr>
<tr>
<td>Telecommunication Tax (1.1%)</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Avoided maintenance/insurance cost</td>
<td>$94,500.00</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td><strong>$283,300.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED ECONOMIC BENEFIT** $425,413.54

In order to achieve an estimated annual ad valorem tax revenue of $80,000 each fiscal year over a ten-year period, the total taxable value of the property after redevelopment was estimated to be approximately $1.26 million.

**DISCUSSION:**

The Acquisition and Redevelopment Agreement provides for the redevelopment of the property in accordance with a “redevelopment program” to enhance quality of life, aesthetics and useful enjoyment of downtown Winter Haven; fulfill the goals of RFP-14-60; promote economic development and investment in downtown; and further the objectives of the Downtown CRA Plan. This includes but is not limited to, adding value to the City and County ad valorem tax base through private ownership and redevelopment of the property; adding private sector jobs to the City and its downtown area; adding sales tax revenue through business and commerce in the City’s downtown; and enhancement of the general physical character and vitality of downtown.

The Redevelopment Plan (Project) as set forth in Section 3 of the Agreement includes the following:

- Redevelopment in accordance with the downtown commercial, C-1, zoning district.
- Development of a minimum of 15,000 square foot, three (3) story building consisting of office, retail, potential residential uses, and 10 to 14 on-site parking spaces.
- A minimum of 5,000 square feet street level retail/office space.
- Architectural design of the building will enhance the general architectural character of downtown and be harmonious with the Ritz Theater building.
- The redevelopment will include a minimum 10-foot wide pedestrian alleyway separating the building from the Ritz Theater building and, therefore, will not physically impact the Ritz Theater building.
- Six/Ten shall be required to commence demolition of the existing structure within 10 days following closing of the sale of the property and will complete demolition within 30 days following the closing of the sale of the property.
- Six/Ten shall commence construction of the Project in accordance with the conceptual development plan included within the Agreement within 10 days following completion of demolition and complete construction of the Project within 12 months from closing on the property.
• A right of reverter in favor of the City in the event the property is not redeveloped in accordance with the conceptual development plan and the Acquisition and Redevelopment Agreement will be included in the deed of conveyance to Six/Ten LLC.

RECOMMENDATION:

Staff recommends the City Commission approve the Acquisition and Redevelopment Agreement for the property located at 245 and 255 West Central Avenue between the City of Winter Haven and Six/Ten, LLC pursuant to RFP-14-60 and authorize the Mayor and other appropriate City officials to execute same and direct the City Manager to take all actions necessary and incidental to implement the terms of the Acquisition and Redevelopment Agreement.

ATTACHMENTS:

Acquisition and Redevelopment Agreement
Conceptual Development Plan
ACQUISITION AND
REDEVELOPMENT AGREEMENT

THIS ACQUISITION AND REDEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the ___ day of August, 2016 (the “Effective Date”), by and between the City of Winter Haven, a Florida municipal corporation (the “City”) and Six/Ten, LLC, a Florida limited liability company (“Six/Ten”).

STATEMENT OF PURPOSE

The City is the owner of certain real property, together with improvements thereon, with an address of 245-255 West Central Avenue, Winter Haven, Florida, being more particularly described on Exhibit A, attached hereto and incorporated by this reference (the “Property”). The parties reserve the right to change the legal description provided in Exhibit A after the execution of this Agreement and prior to the closing of the Property if deemed necessary by the title company or as otherwise mutually agreed to by the parties.

The Property was acquired by City in 2006 as part of a larger assemblage by the City of property necessary for a parking garage. Upon downsizing of that project, the Property became unnecessary and the City has been unable to find a viable, economic use for the Property since that time. The one story masonry building located on the Property was originally constructed between 1940 and 1947. The building has been vacant since May 31, 2013. The Property is located within the downtown business district, Core Improvement Area, the City’s Primary Activity Center and the Downtown Community Redevelopment Area (the “CRA”). Because of the City’s ownership, the Property currently generates no ad valorem or other public revenue. The vacant building has fallen into disrepair and fails to contribute to the economic development of the downtown district.

The City desires that the Property be redeveloped for mixed-use commercial uses consistent with the aesthetic of downtown Winter Haven, and in furtherance of the City’s Downtown Community Redevelopment Plan (the “CRA Plan”), and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163.

On July 8, 2014, the City issued a Request for Proposals RFP 14-60 (the “RFP”). Six/Ten responded to the RFP (the “RFP Response”) and, pursuant to the RFP, the City staff was authorized to enter into negotiations with Six/Ten to see if an agreement could be finalized to present to the City Commission.

Six/Ten is undertaking considerable financial risk by agreeing to develop the Property pursuant to this Agreement where the market is uncertain. The potential benefits to City and Six/Ten, however, are great and, if successful, will likely help the continuing revitalization of development in downtown Winter Haven. The City, finding this economic development opportunity to be in the best interest of City and the health, safety and welfare of the citizens of Winter Haven, has agreed, pursuant to the terms hereof, to facilitate the downtown redevelopment project by selling the Property to Six/Ten with the expectation that City’s involvement will encourage and accelerate the timing of the redevelopment, thus generating additional tax revenues, benefiting the City’s economy and enhancing the potential for future development of neighboring properties.

The City finds that entering into this Agreement constitutes a public purpose, and the Florida Legislature has found that government sponsored public-private arrangements and the promotion and support, of economic development activities are in the public interest and achieve a public benefit.
The parties hereto have agreed to memorialize the terms and conditions through which the City shall convey the Property to Six/Ten and Six/Ten shall redevelop the Property.

NOW, THEREFORE, in consideration of the foregoing matters, which are incorporated herein by reference, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties, the parties hereto agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1. City Code - The Land Development Code of City of Winter Haven and/or the City’s Code of Ordinances.

1.2. Completion (regardless of whether the term is capitalized) - The date construction of the Project is substantially completed, which shall be the date when City has issued certificates of occupancy for substantially (i.e., 90%) all units for each permit comprising the Project, notwithstanding the fact that all or a portion of the units may not obtain certificates of occupancy until a later date.

1.3. Deposit - The Ten Thousand Dollars ($10,000) simultaneously paid to the City by Six/Ten at the time of Six/Ten’s execution of this Agreement, which Deposit shall either be returned to Six/Ten pursuant to Section 6.4 or applied to the purchase price at closing.

1.4. Development Order (regardless of whether the term is capitalized) – Site plan approval, issuance of a building permit or similar action by City and all other government entities with jurisdiction over the Project necessary for Six/Ten to develop the Project pursuant to the requirements of this Agreement.

1.5. Effective Date - the Effective Date of this Agreement shall be the date that this Agreement is approved by the Governing Body of the City.

1.6. Month (regardless of whether the term is capitalized) - When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or event; for example, two months after August 15, 2017 is October 15, 2017.

1.7. Project - The following development project to be developed by Six/Ten under this Agreement.

1.8. Project Plans - The site plan and other applications necessary to obtain a building permit and other development approvals for the Project to be submitted by Six/Ten to the City.

2. Purpose. The purpose of this Agreement is to provide for the redevelopment of the Property in accordance with Section 3, so as to enhance the quality of life and the aesthetic and useful enjoyment of the Winter Haven downtown area, fulfill the goals of the RFP, promote economic development and investment in the downtown area, and further the objectives of the CRA Plan. This includes, but is not limited to, adding value to the City and County ad valorem tax base through private ownership and redevelopment of the Property; adding private sector jobs to the
City and its downtown area; adding sales tax through additional business and commerce in the City’s downtown; and enhancement of the general physical character and vitality of the City’s downtown.

3. **Redevelopment Program.** Six/Ten shall redevelop the Property pursuant to the provisions of this Section. Six/Ten’s ability to redevelop the Property generally consistent with this Agreement and in furtherance of the RFP and CRA Plan is a material inducement for City to enter into this Agreement. Six/Ten’s obligation to develop the Project generally consistent with the conceptual development plan set forth in Section 3.4 below (the “CDP” and as attached hereto as Exhibit “B”), except as otherwise set forth herein, shall survive the conveyance of the Property, and City’s obligations under this Agreement shall survive the conveyance of the Property. Six/Ten shall undertake the redevelopment at its sole cost and expense except as otherwise set forth in this Agreement.

3.1. **Right to Market.** During the term of this Agreement and any extension thereof, Six/Ten shall have the exclusive right to market the proposed Project on the Property for lease generally consistent with the CDP, and to seek any development order associated with redevelopment of the Property generally consistent with the CDP for the Project. City shall not, during the term of this Agreement, market the Property or attempt to sell or lease it, except pursuant to this Agreement or with the express written consent of Six/Ten. Six/Ten’s rights to market and redevelop the proposed Project on the Property consistent with this Agreement is a material term of this Agreement. Provided, however, Six/Ten shall not market just the Property.

3.2. **Land Use and Zoning.**

3.2.1. The parties intend that the Property be redeveloped as described in this Section 3 and as generally shown on the CDP attached hereto as Exhibit “B”. The parties understand that the Project, as may be modified pursuant to the terms of this Section, is consistent with the Property’s C-1 zoning designation under the City’s Unified Land Development Code (“LDC), and the “Primary Activity Center” Future Land Use classification provided in City’s Comprehensive Plan, and that no change to the Property’s zoning or land use classifications shall be required for the Project as described in this Agreement. Notwithstanding the foregoing, if any such changes are necessary, the City shall cooperate in good-faith to pursue appropriate modifications and/or variances to the City’s zoning, land use classifications, and/or code requirements.

3.2.2. Landscape and hardscape areas, site design, and architectural design shall all be generally consistent with the CDP attached hereto as Exhibit “B”. Unique and creative signage shall be permitted as consistent with the architectural design of the Project and in conformance with the City’s Sign Standards contained in Article IV of the LDC, conveying a sense of quality, permanence, and creativity.

3.2.3. The parties acknowledge that the CDP represents only conceptual development plans for the Property, based on the parties’ reasonable understanding of current market demands, design feasibility, and urban planning best practices. Additional engineering and market feasibility analysis by Six/Ten shall be required to ensure
an economically viable redevelopment program, which is in all parties’ best interests. Therefore, layouts and design of the Project may be modified pursuant to City’s development review process, including but not limited to, adjusting the ratios of commercial space and/or office space to residential space, if any, relocating commercial space and/or office space, modifying the layout of units, modifying the common areas, and other space modifications.

3.2.4. The parties shall cooperate in good faith during the development review process for the Project. In the event Six/Ten and City staff are unable to agree during the development review process for the Project, Six/Ten and staff shall seek to resolve the disagreement considering the terms of this Agreement, including the CDP; the CRA Plan; urban planning best practices; and economic considerations. In the event they are unable to do so, Six/Ten may request that the matter be referred to the City Manager, under the criteria set forth above. If the City Manager is unable to resolve the dispute, the parties agree to pursue voluntary mediation with Neal O’Toole, Esq., acting as mediator and the parties equally splitting the cost of the mediator, while each bearing their own respective legal fees in general conformance with the provisions of Chapter 44 of the Florida Statutes notwithstanding that it may not be a court ordered mediation process. If Neal O’Toole, Esq., is unable or unwilling to serve, the parties shall cooperate to select another qualified mediator for mediation of their dispute under the same terms and conditions. Mediation shall occur in Polk County, Florida.

3.3. Conceptual Redevelopment Program for the Property. Six/Ten shall redevelop the Property generally consistent with the provisions of this Section. Six/Ten shall seek to reasonably maximize the redevelopment potential of the Property consistent with economic conditions as determined by Six/Ten in its reasonable discretion.

3.3.1. The redevelopment program for the Property shall be mixed-use, consisting of office, retail and (potentially) residential uses, to be developed in a single phase as set forth below:

a. The total project will consist of not less than 15,000 square feet of new, masonry construction, of not less than three floors. Not less than ten (10) nor more than fourteen (14) on-site parking spaces shall be provided on the Property.

b. Not less than 5,000 rentable square feet of street level, retail/office space will be provided, and the street level facade shall promote an attractive and animated urban expression.

c. The architectural design of the building shall complement and enhance the general architectural character of downtown and will be harmonious with the Ritz Theatre building, but will not physically impact the Ritz Theatre building. Six/Ten anticipates the construction of a narrow pedestrian alleyway of up to ten (10) feet between the Project building and the Ritz Theatre building.
d. If Six/Ten deems it economically feasible, the Project may include residential units on the upper floors.

3.3.2. City and Six/Ten intend for Six/Ten to deliver the individual commercial, retail and potential residential units as for-rent units. However, Six/Ten may, in its discretion, convert units to condos in accordance with Florida and other applicable law and sell such condos.

4. **Other Six/Ten Obligations.** Unless otherwise provided in this Agreement, Six/Ten shall undertake the actions set forth in this Section at its sole cost.

4.1. **Other Obligations.** Six/Ten shall provide the information required in Section 6.1 and acquire the Property as set forth in Section 6.

4.2. Six/Ten shall be required to pay all fees associated with plan review, permits, development orders, building permits, inspection fees, and impact fees related to the Project as required under applicable law and City Code.

4.3. Any state or federal application or permit fees, and periodic fees or charges for the use of electricity, water, sewer, stormwater or other services provided by City following approval of a building permit for each Project shall be paid by Six/Ten.

4.4. **Deadlines.** Subject to the dates provided below and following closing on the Property, Six/Ten shall control the timing for construction of the Project.

4.4.1 Six/Ten shall commence demolition of the improvements currently existing on the Property within ten (10) days following closing on the Property, and shall complete said demolition within thirty (30) days following such commencement.

4.4.2 Six/Ten shall commence construction of the Project within ten (10) days following completion of the demolition. Six/Ten shall substantially complete the construction of the Project within twelve (12) months from closing on the Property. Both Six/Ten and the City shall cooperate with the other party and make reasonable efforts to ensure site plan approval and permits are obtained in sufficient time to allow Six/Ten to commence construction in line with the timeframes set forth in this Section 4.2 and Section 6.2.

4.5. **Extensions.** Provided that Six/Ten is not in default under this Agreement:

4.5.1. Six/Ten shall be entitled to extend the deadlines set forth in Section 4.3.2, including both the deadline for commencement of construction and the deadline for substantial completion of construction, for up to two (2) months for each deadline with no additional deposit. Six/Ten shall request such extension in writing not less than fifteen (15) calendar days prior to the expiration of the deadline. The City Manager shall automatically approve any extension request so long as it complies with the terms of this Section. Notwithstanding the above, Six/Ten may not extend the deadline for commencement of construction without also extending the deadline for closing as provided in Section 6.2. It is the intention of the parties that under no circumstances shall closing occur unless
and until Six/Ten is prepared to commence construction within thirty (30) days following closing. Any extension beyond the two (2) months set forth above shall require an additional deposit of Ten Thousand and no/100 Dollars ($10,000.00) by Six/Ten to the City. Any such additional deposit shall be nonrefundable in the event a closing of Six/Ten’s purchase of the Property does not occur for any reason other than City’s default. Provided further that any extension beyond two (2) months must be memorialized in a formal amendment of this Agreement as set forth in Section 4.5.2 below.

4.5.2. The extension for two (2) months set forth in Section 4.5.1 shall not require formal amendment of this Agreement. Any other extension shall require a formal amendment of this Agreement. Except as provided in Section 4.5.1. or pursuant to other express provisions of this Agreement, there shall be no other extension of any performance obligation except through formal amendment of this Agreement in writing approved by the Governing Body of the City.

4.6. **Local Professionals.** Six/Ten intends to utilize local professional services and trades to the extent practicable. Nothing set forth herein, however, shall preclude Six/Ten from exercising its judgment in developing the Project in a competent, professional and cost-effective manner.

4.7 **Compliance with Other Provisions of Applicable Law.** Six/Ten shall construct the Project in compliance with all applicable laws, regulations and ordinances including provisions of the City Code.

4.8. **CRA Incentives.** This Agreement shall in no manner preclude Six/Ten for applying for credits, tax increment financing, rebates or other incentives related to the Project that may be offered by the City, the CRA or other public agency in accordance with applicable laws, codes, rules and regulations no win effect or as may be hereafter amended. This Agreement shall not operate to require the City to approve any such application made by Six/Ten as contemplated herein.

5. **City Obligations.** In consideration of Six/Ten undertaking the Project, City shall undertake the actions set forth in this Section. Unless otherwise provided below, City shall undertake such actions at its sole cost.

5.1. **Joiner and Applications.** City, as owner of the Property during the entitlement process, shall join in any application for development orders associated with redevelopment of the Property consistent with the CDP, including, but not limited to, applications for demolition, final site plan, building construction, and storm water permits.

5.2. **Zoning Compliance.** The parties agree that Project will comply with the City Code, zoning and land use requirements and no zoning or land use changes are necessary except as may be otherwise set out herein.

5.3. **Other City Obligations.**
5.3.1. City shall convey the Property to Six/Ten for $133,516.00, free and clear of any liens or encumbrances except as otherwise provided in Sections 6.3 and 6.5, all pursuant to the terms of Section 6.

5.3.2. Six/Ten and the City shall cooperate with each other to minimize engineering, design and construction costs through coordination of infrastructure and site work. Six/Ten shall be solely responsible for all engineering, design and construction costs associated with and/or arising out of the Project.

5.4. **Acceptance and Maintenance of Public Improvements.** Following the City’s customary procedures for acceptance of the public improvements described herein, the City shall accept, and thereafter maintain at its sole cost, the streetscape improvements located within the public right of ways associated with the Project.

5.5. **Other Obligations.** The City shall provide temporary construction easements and right of way use permits for the construction of the Project to the extent reasonable and possible. City shall maintain the Property in its current condition during the term of this Agreement prior to conveyance of the Property. City shall promptly review and comment upon the Project Plan submitted by Six/Ten in accordance with applicable City Code, policies and practices. City shall comply with the provisions of Sections 5 and 6.

5.6. **City Cooperation.** City shall exercise its best efforts and cooperate with Six/Ten in submitting and obtaining any state and federal licenses, permits, and governmental authorizations necessary to the completion of the Project; provided, however, all costs associated therewith shall be the sole responsibility of Six/Ten. City’s obligations under this Agreement shall not affect City’s right and authority to act in regulatory matters in accordance with applicable laws or ordinances now in effect or as may be amended hereafter.

5.7. **Easements.** Specifically subject to the provisions of Section 17 of this Agreement, City shall as determined solely by City, pursuant to its usual procedures, consider requests for easements or similar approvals for landscaping, sidewalk cafes and pedestrian access on public property to allow for a pedestrian-friendly development with the character of being connected with the neighboring downtown properties.

5.8. **No Pledge of Full Faith and Credit.** City’s obligations hereunder do not, and shall not be deemed to, constitute a general obligation of City, nor do they constitute a pledge of the full faith and credit of City within the meaning of the Constitution and laws of the State of Florida. They shall be binding obligations only to the extent that the City’s governing body has approved same and appropriated City funds to meet such obligations.

6. **Conveyance of Property.**

6.1. **Adequate Assurances.** As a condition precedent to the City’s obligation to convey the Property, as required by Section 5.3.1., Six/Ten shall provide and deliver to the City not later than ten (10) calendar days prior to conveyance of the Property, the information set forth below confirming the financial ability of Six/Ten or related development group or entity associated with the Project (Six/Ten and the foregoing parties are referred to in this
Section 6.1. as the “Project Team”) to develop the Project on the Property (the “Adequate Assurances”):

a. Proof of issuance of all permits, development orders, or other approvals from all agencies necessary to construct the Project on the Property;

b. An estimate of construction costs provided by the Project’s contractor and a copy of the contract between Six/Ten and the Project’s contractor;

c. Written proof of a binding financing commitment to construct the Project from a lending institution, private lender, or equity group indicating that the Project has been financed in amounts sufficient to commence and complete construction in accordance with the terms and conditions of this Agreement and the construction cost estimate and further indicating that the lending institution will close on the construction loan simultaneously with or prior to the City’s conveyance of the Property. Such proof shall also include any documentation of proof of pre-sales or pre-leasing associated with the financing secured as referenced above and of any personal or business guaranties or collateral to obtain the financing commitment;

d. Written proof of a performance bond or other surety by the Project’s general contractor for the completion of the construction of the Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction and City, unless both Six/Ten’s lender and City waive a performance bond or other surety; and

e. A written statement by Six/Ten and Six/Ten’s contractor that demolition and construction will commence within the time frames set forth in Section 4.3 of this Agreement.

6.1.2. Conveyance of the Property to be developed pursuant to the Project shall be subject to the City’s evaluation of the Adequate Assurances and a commercially reasonable determination by the City that the Project Team has the financial ability to develop the Project, such determination not to be unreasonably withheld.

6.2. Closing Date. Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property shall occur on a mutually agreeable date but no later than twelve (12) months from the Effective Date, subject to the extension rights for Six/Ten and the payment of an additional deposit as set forth in Sections 4.5.1 and 4.5.2 of this Agreement.

6.3. Form of Conveyance, Right of Reverter, and Closing Costs. City shall convey the Property to Six/Ten pursuant to a City deed conveying to Six/Ten marketable fee simple title to the Property free and clear of all liens and encumbrances subject to the following permitted exceptions: zoning restrictions, prohibitions, and other requirements or matters imposed by governmental authority with respect to the Property; public utility easements and other easements of record (provided there are no encroachments thereon), together with
any negotiated easements for the Project; ad valorem real property taxes and special assessments, if any, for the year of closing and subsequent years; and those matters which are approved in writing by Six/Ten. Six/Ten shall pay all the real estate transfer taxes applicable to the conveyance of the Property (including documentary stamp taxes and surtaxes. The City shall pay the costs of clearing title in accordance with Section 6.5 and recording any curative instruments so long as the cost of same does not exceed $1,000.00. Six/Ten shall pay for the cost of the title insurance commitment, and the owner’s (and any lender’s) title policy if issued. Six/Ten shall pay for the recording of the deed and all expenses associated with any financing. Each party shall pay its respective attorney’s fees. Provided further that the City’s conveyance to Six/Ten shall also be subject to a right of reverter in favor of the City in the event the Property is not developed in accordance with the CDP and the terms of this Agreement within twelve (12) months from the closing of Six/Ten’s purchase of the Property pursuant to this Agreement and/or any approved extensions. Six/Ten agrees that upon the City’s written notification to Six/Ten of the City’s exercise of its right of reverter, that Six/Ten will convey marketable fee simple title to the Property back to the City in a form and manner as approved by the City, free and clear of any and all liens and/or encumbrances in exchange for the payment by the City to Six/Ten of the purchase price paid by Six/Ten to the City hereunder less ten percent (10%). This right of reverter in favor of the City shall be considered a permitted exception.

6.4. AS IS and Inspection Rights. Except as otherwise provided in this Agreement, City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property. Six/Ten agrees that with respect to the Property, Six/Ten has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City (except as expressly set forth in this Agreement) or any agent of City. Six/Ten represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of Six/Ten’s consultants, and that Six/Ten will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters may exist with respect to the Property, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Six/Ten’s inspections and investigations. Six/Ten, its agents, representatives and consultants, shall have the right to go upon the Property, with prior written notice to Seller, for the purposes of inspecting the same, including without limitation, for the purposes of conducting soil tests, soil borings and groundwater tests, performing surveys, environmental audits and inspections (including digging, boring and taking soil samples), performing physical facility inspections, and for such other purposes as shall be appropriate, in the judgment of Six/Ten in order for Six/Ten to determine whether, in Six/Ten’s judgment, the Property is suitable for Six/Ten’s intended use of developing the Project. Six/Ten shall be entitled to bring such equipment and vehicles onto the Property as are necessary to perform the
activities described herein so long as the City has been provided written notice of the type, amount and extent of such equipment and vehicles that will be brought onto the Property. In addition, Six/Ten shall have the right to make such other investigations with respect to the Property, including, without limitation, investigations relating to zoning, land use, availability of utilities and the like, as Six/Ten may deem to be appropriate in making the determination of whether or not the Property is suitable for Six/Ten’s intended use of developing the Project. Six/Ten shall indemnify, defend, and hold the City, its elected and appointed officials, employees and agents harmless from any and all liabilities, claims and damages arising out of the rights granted to Six/Ten in this Section, which covenant shall survive the closing or the earlier termination of this Agreement. Six/Ten shall restore the Property to the condition as the Property was in immediately prior to Six/Ten conducting the tests set forth above. The foregoing inspection rights shall be subject to: (A) advance written notice to the City; and (B) City's right to have a representative present during the inspections. The foregoing rights of Six/Ten to inspect the Property shall extend for one-hundred and twenty (120) days after the effective date of this Agreement (“Inspection Period”). On or before the end of the Inspection Period, Six/Ten, in its sole discretion, may terminate this Agreement in writing, and the Deposit shall be returned to Six/Ten, and neither party shall have any further liability under the Agreement except for the indemnity described in this Section. Six/Ten shall provide the City with copies of all reports, plans, and specifications as set forth in Section 9.3. Six/Ten’s closing hereunder shall be deemed to constitute an express waiver by Six/Ten or its successors and assigns of any right to sue City in an action brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. SIX/TEN ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CITY SHALL SELL AND CONVEY TO SIX/TEN, AND SIX/TEN SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS,” WITH ALL FAULTS, AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN), COLLATERAL TO OR AFFECTING THE PROPERTY BY CITY, ANY AGENT OF CITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF CITY. The terms and conditions of this Section shall expressly survive the closing and not merge into the Deed to be executed and delivered at Closing.

6.5. Title Insurance.

6.5.1. Six/Ten shall obtain, at Six/Ten’s expense, within thirty (30) days of the Effective Date, a commitment (the “Commitment”) for an Owner’s Title Insurance Policy agreeing to insure title to the Property in an amount equal to the purchase price, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner’s Policy from the title company.

a. Six/Ten shall provide City a copy of the Commitment upon receipt of same.
b. Within twenty (20) days of its receipt of the Commitment, Six/Ten shall notify City of any objections thereto. If Six/Ten fails to do so, it shall be deemed to have accepted the Commitment and title to the Property as evidenced thereby.

c. Six/Ten shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority, as agreed to by Six/Ten, and which would not inhibit, restrict or prohibit redevelopment of the Property generally consistent with the CDP. Other than as specifically set forth herein as permitted exceptions and relating to a right of reverter in favor of the City no other restrictions and/or easements shall affect the title.

d. Subject to the provisions in Section 6.3 of this Agreement if the Commitment discloses unpermitted exceptions or matters that render the title non-marketable, City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from Six/Ten within which to have the exceptions removed from the Commitment or the defects cured to the reasonable satisfaction of Six/Ten. If City fails to have the Commitment exceptions removed or the defects cured within the specified time, Six/Ten may terminate this Agreement, or Six/Ten may elect, upon notice to City within ten (10) days after the expiration of the curative period, to take title as it then is notwithstanding such exceptions or title defects.

e. At closing, City shall deliver affidavits attesting to the absence of any claim or suit (threatened or pending), judgment outstanding against City, pending or anticipated bankruptcy or reorganization, pending or anticipated assessments, financing statement, claim of lien or potential lienees known to City, and further attesting as to whether there have been any improvements to the Property during the ninety (90) day period preceding closing. The title company shall provide Six/Ten standard “gap” coverage in the custom as established by title insurance practices in Florida.

f. Subsequent to closing, title company, at Six/Ten’s expense, shall provide an owner’s title policy showing good and marketable title in Six/Ten through the date of recording the City deed and subject only to the permitted exceptions (not removed by affidavit or survey) and any matters created at closing.

6.6. No Merger. The terms and conditions of this Agreement shall survive the closing of the Property and shall not be merged into the Deed for the Property.

7. Representations and Warranties of City. City hereby represents and warrants the following:

7.1. This Agreement and each document contemplated hereby to which City will be a party has been authorized and will be executed and delivered by City and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as specifically
noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation
or order applicable to or binding on City, or (iii) contravenes or results in any breach of,
default under or creation of any lien or encumbrance on City.

7.2. This Agreement and each document contemplated to which City will be a party, will
constitute a legal, valid and binding obligation of City enforceable against City in
accordance with the terms thereof, except as such enforceability may be limited by public
policy or applicable bankruptcy, insolvency or similar laws from time to time in effect
which affect creditors’ rights and subject to usual equitable principles if equitable
remedies are involved.

7.3. To the knowledge of City, there is no suit, litigation or action pending or threatened
against City, which questions the validity of this Agreement or any document
contemplated hereunder or challenges the power or any approvals of the City
Commission to authorize the execution and delivery of same.

7.4. City shall use its best efforts to timely fulfill all of the conditions and obligations expressed
in this Agreement which are within the control of City and shall act so as not to
unreasonably delay the completion of the Project.

7.5. City shall cause to continue to be in effect those instruments, documents, certificates and
events contemplated by this Agreement that are applicable to and the responsibility of
City.

7.6. City shall not violate any applicable laws, ordinances, rules, regulations, orders, contracts,
or agreements, or to the extent permitted by law, enact or adopt any ordinance,
regulations or order or approve or enter into any agreement, that will result in this
Agreement or any part hereof, or any other instrument contemplated, to be in violation
thereof.

7.7. City shall discharge, vacate, or release any lien, encumbrance, easement, right-of-way or
other property interest City has or owns on or in the Property (other than those arising
under this Agreement) on or before the closing of the conveyance of the Property to
Six/Ten.

7.8. Except as specifically set forth herein, City makes no other representations or warranties,
expressed or implied, concerning the environmental condition of the Property.

8. **Representations and Warranties of Six/Ten.** Six/Ten hereby represents and warrants the
following:

8.1. Six/Ten is a validly existing limited liability company under the laws of the State of Florida,
has all requisite power and authority to carry on its business, to own and hold property,
to enter into and perform its obligations under this Agreement and consents to service of
process on its registered agent in Florida.

8.2. This Agreement and each document to which Six/Ten is or will be a party has been
authorized and will be executed and delivered by Six/Ten and neither their execution and
delivery, nor compliance with the terms and provisions: (i) requires the approval and
consent of any other party, except as have been obtained or as specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Six/Ten, or (iii) results in any default or the creation of any lien on the property or assets of Six/Ten which will have a material adverse effect on its ability to perform its obligations hereunder.

8.3. This Agreement and each document contemplated to which Six/Ten will be a party, will constitute a legal, valid and binding obligation of Six/Ten enforceable against Six/Ten in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors’ rights and subject to usual equitable principles if equitable remedies are involved.

8.4. To the knowledge of Six/Ten, there is no suit, litigation or action pending or threatened against Six/Ten, which questions the validity of this Agreement or which will have a material adverse effect on its ability to perform its obligations hereunder.

8.5. Six/Ten shall use its best efforts to timely fulfill all of the conditions and obligations expressed in this Agreement which are within the control or are the responsibility of Six/Ten.

8.6. During the period the obligations of Six/Ten are in effect, Six/Ten shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of Six/Ten.

8.7. Six/Ten shall use its best efforts to accomplish the development of the Project in accordance with this Agreement, the Proposal and the Project Plans, and will not violate any applicable laws, ordinances, rules, regulations or orders in its efforts to do so.

8.8. Six/Ten has or will obtain all state and local permits or other governmental authorizations and approvals required by law in order to proceed with the development of the Project, subject to the fee waivers contemplated under Section 5.3 herein.

8.9. Six/Ten shall not take any action or omit to take any action which would knowingly and intentionally cause the taxable value of the Property to diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the valuation assigned to the Property by the Polk County Property Appraiser).

8.10. Six/Ten shall promptly notify City Manager in writing of any actual or reasonably anticipated delays in the application, approvals by City or other agencies, and/or in the construction of the Project.

9. Default

9.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section 12.
9.2. **Notice and Opportunity to Cure.**

9.2.1. Prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least ten (10) business days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such ten (10) business day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 10-day period and thereafter diligently undertakes and pursues such cure.

9.2.2. Notwithstanding the above, no prior notice or opportunity to cure need be provided:

   a. In the event the defaulting party has previously breached a provision of this Agreement, and thereafter breaches the same provision; or
   
   b. A party fails to close on the Property as and when required by Section 6 of this Agreement.

9.3. **Remedies.** If a default occurs and is not cured within any permitted curative period, or no opportunity to cure is required, the non-defaulting party shall have available to it all remedies at law or in equity. The foregoing notwithstanding, under no circumstances will City or Six/Ten be liable for consequential damages, punitive damages and special damages including but not limited to lost profits, the right to such damages being expressly waived. Should Six/Ten terminate this Agreement, Six/Ten may assign any and all of its rights under permits and approvals together with hard copies of any plans and specifications or reports prepared by its architects or engineers, subject to those professionals receiving payment for services rendered and not yet paid.

9.4. **No Waiver.** The failure by City or Six/Ten to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that City or Six/Ten may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

10. **Agreement to Run with Property.** This Agreement shall run with the Property and any portion thereof.

10.1. This Agreement, and any amendments hereto, shall be binding upon and inure to the benefit of, and be enforceable by, City and Six/Ten, and the heirs, successors and permitted assigns of the foregoing.

11. **Survival.** Notwithstanding the termination of this Agreement or the prior performance by the parties hereunder:

   11.1. The following Sections of this Agreement shall survive and remain effective: 16 through 37.
11.2. Sections 3, 4, 5 and 6 shall survive and remain effective, and shall run with the Property and shall be binding upon all persons or entities claiming by, through, under or against the City or Six/Ten, including any mortgagee.

12. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a party is delayed in any work pursuant to this Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

13. **Insurance; Indemnification.**

13.1. Six/Ten agrees to maintain during construction of the Project the following insurance policies:

13.1.1. Builder's Risk Insurance Policy for physical damage or loss, as a result of fire, flood, and other hazards or risks customarily insured against in Winter Haven, FL.

13.1.2. Comprehensive General Liability Coverage of at least $1,000,000. Such coverage shall include coverage for Six/Ten’s obligations in Section 13.4.

13.1.3. Workers’ Compensation Coverage as required by the laws of the State of Florida.

13.2. Prior to commencement of construction or any inspections, tests or other activities conducted on the Property pursuant to Section 6.4, and within ten (10) days of City’s request thereafter, Six/Ten shall furnish to City proof of compliance with Section 13.1.2.

13.3. All insurance policies required by this Agreement shall name the City as an additional insured and provide that such policies or agreements cannot be substantially modified or canceled until after at least one (1) month prior written notice has been given to City. Provided further that the City shall have the right to inspect and approve all such policies of insurance required under this Agreement and Six/Ten agrees not to commence any activities on the Property until such time as City has approved such policies of insurance required under this Agreement.

13.4. Six/Ten shall indemnify, defend and hold the City harmless from and against any and all claims, damages, lawsuits, judgments, liabilities, fines, penalties, losses and costs, including, without limitation, attorney’s fees and costs incurred at both trial and appellate levels and in any administrative proceedings, arising or resulting from the negligence or intentional misconduct of Six/Ten or Six/Ten’s officers, employees, contractors, subcontractors or other agents in the course of or related to the construction of the Project or any portion thereof or the performance of any inspections, tests or other activities on the Property pursuant to Section 6.4.
13.5. City shall indemnify, defend and hold Six/Ten harmless from and against any and all claims, damages, lawsuits, judgments, liabilities, fines, penalties, losses and costs, including, without limitation, attorney’s fees and costs incurred at both trial and appellate levels and in any administrative proceedings, arising or resulting from the negligence or intentional misconduct of the City or the City’s employees, contractors, subcontractors or other agents arising out of the course and scope of their employment with the City and in the course of or related to the construction of the Project or any portion thereof, but excluding any negligence regarding work performed by the City on any utilities serving the Project. The foregoing indemnity by the City is subject to the limitations on liability set forth in Section 18.

13.6. Notwithstanding the foregoing, any mistakes, negligence or defects in the work or materials performed by the City and any of its subcontractors on any utility work performed to benefit the Project shall be immediately repaired or replaced by the City at no cost to Six/Ten.

14. **Notice.**

14.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

14.1.1. For the City: Deric C. Feacher, City Manager, 451 Third Street SW, Winter Haven, FL 33881; with copy to (which shall not constitute notice): Frederick J. Murphy, Jr., Esquire, City Attorney, Boswell & Dunlap LLP, 245 S. Central Avenue, Bartow, FL 33830.


14.2. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery delivered, shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

14.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

15. **Assignment.**

15.1. Six/Ten shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Six/Ten or its members are members or interest holders, including but not limited to, a single-asset entity or joint venture entity.
15.2. Six/Ten shall provide notice of a permitted assignment to City prior to the substantial completion of the Project. The Notice of Assignment shall provide all information to City sufficient for City to verify that the assignment is a permitted assignment under Section 15.1. Upon City’s confirmation that the assignment is a permitted assignment, City Manager shall be authorized to execute a document acknowledging City’s acceptance of such assignment.

15.3. Upon any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns. No assignment shall relieve Six/Ten from its obligations hereunder.

15.4. In the event of an assignment hereunder:

15.4.1. The assignee will have all rights and obligations of Six/Ten as to the Project that is the subject of the assignment.

15.4.2. The assignee shall be entitled, with the consent of City, to amend the provisions of this Agreement that concern the assigned Project without the necessity of joinder or consent of Six/Ten or any assignee of any other Project.

15.4.3. The assignee shall be permitted to terminate this Agreement, if otherwise allowed hereunder, without the joinder or consent of Six/Ten or any other assignee.

15.5. By executing this Agreement, Six/Ten agrees, and by accepting any assignment, each assignee agrees, to the foregoing provisions of this Section concerning the ability of an assignee to amend or terminate this Agreement. Notwithstanding the foregoing, until the construction of the Project is substantially completed, Six/Ten shall not be allowed to convey the Property to any party other than to a Related Entity as set forth in Section 15.1. After substantial completion of the construction of the Project, Six/Ten shall be free to convey the Property in its sole and absolute discretion.

16. Amendment. This Agreement may not be amended, unless evidenced in writing and executed by the parties hereto and approved by the City’s governing body.

17. City’s Police Powers. Six/Ten acknowledges and understands that the City is prohibited from engaging in “contract zoning” or bartering away its legislative prerogative, and as such while City will cooperate with Six/Ten as set forth herein, this Agreement does not constitute an approval that would require the exercise of City’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit City’s police powers in the exercise of rezoning decisions or other governmental action associated with the proposed redevelopment of the Property or any development order associated therewith.

18. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City’s right to sovereign immunity
under Section 768.28, Florida Statutes, or other limitations imposed on City’s potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person of more than Two Hundred Thousand Dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City, State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of Three Hundred Thousand Dollars ($300,000.00) regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This Section shall survive termination of this Agreement.

19. **Resolving any Invalidity.** City and Six/Ten hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for Six/Ten undertaking the Project.

20. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

22. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among City and Six/Ten. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.

23. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or Six/Ten in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of Six/Ten or City hereunder.

24. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in the state courts in Polk County, Florida or the federal district court in Tampa.

25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART
OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF
THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS
MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING
THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE
EFFECT OF THIS JURY WAIVER PROVISION.

26. Recording. City shall, at its own expense, record this Agreement, or a certified copy thereof, in
the Public Records of Polk County, Florida and shall subordinate the provisions thereof to
Six/Ten’s mortgage lender, if any, subject to the City’s right of reverter as set forth in Section 6.3
of this Agreement.

27. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of
which when so executed and delivered shall be deemed an original, and all of which shall together
constitute one and the same instrument. Additionally, signed facsimiles shall have the same force
and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy
of this Agreement in any action or proceeding brought to enforce or interpret any of the
provisions contained herein.

28. Language. Whenever used in this Agreement: the singular form of a term or phrase shall include
the plural and the plural of a term or phrase number shall include the singular, and the use of any
gender shall include all genders where the context permits; references to Sections shall include
all subsections (and other divisions) thereunder; the word “or” may be read “and,” if the context
permits or requires it; and the words “include,” “includes,” “including” shall be deemed to be
followed by the phrase “without limitation.”

29. Attorney’s Fees. In any legal action or other proceeding (including, without limitation, appeals or
bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to
this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the
relationship created hereby; or is brought for the enforcement of this Agreement, or because of
an alleged dispute, breach, default or misrepresentation in connection with any provisions of this
Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable
attorney’s fees, court costs and all expenses even if not taxable as court costs, incurred in that
action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30. Successors and Assigns. All covenants, agreements, warranties, representations, and conditions
contained in this Agreement shall bind and inure to the benefit of the respective successors and
permitted assigns of the parties to this Agreement.

31. Waiver. A failure to assert any rights or remedies available to a party under the terms of this
Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to
remedies available to a party by a course of dealing or otherwise shall not be deemed to be a
waiver of any other right or remedy under this Agreement, unless such waiver of such right or
remedy is contained in a writing signed by the party alleged to have waived his other rights or
remedies.

32. Construction of Agreement. Each party acknowledges that all parties to this Agreement
participated equally in the drafting of this Agreement and that it was negotiated at arm’s length.
Accordingly, no court construing this Agreement shall construe it more strongly against one party
than another.
33. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.

34. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

35. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

36. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings or agreements made by and between the parties.

37. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party and approved by the City’s governing body as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
WHEREFORE, the parties have executed this Agreement as of the Effective Date set forth above.

ATTEST:

Vanessa Castillo  
City Clerk

City of Winter Haven, a Florida municipal corporation

Bradley T. Dantzler  
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.  
City Attorney

Six/Ten, LLC, a Florida limited liability company

By: Carl J. Strang, III, CEO

Witness

Witness

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, personally appeared, Carl J. Strang, III, as CEO of Six/Ten, LLC, a Florida limited liability company, and who acknowledged before me that he is authorized to sign on behalf of Six/Ten, LLC, a Florida limited liability company, and who is personally known to me, on this _____ day of August, 2016.

__________________________
NOTARY PUBLIC
EXHIBIT A

(Legal Description for the Property)

Tax Parcels: 26-28-29-621000-023120, 26-28-29-621000-023110

The East 34.5 feet of Lot 11 and all of Lot 12, Block 3, Tier 2, of the Original Town of Winter Haven, according to the map or plate thereof recorded in Deed Book “M”, Pages 160 through 163, inclusive, of the Public Records of Polk County, Florida.
Preliminary Concept Rendering
W. Central Avenue, Winter Haven, FL
July 20th, 2016
Preliminary First Floor Plan
July 20th, 2016
Preliminary Second Floor Plan
July 20th, 2016

GROSS 2ND FLOOR AREA:
6485 SQ.FT.

SCALE: 1" = 20'-0"
EXHIBIT "B"

GROSS 3RD FLOOR AREA: 6405 SQ.FT.

SCALE: 1" = 20'-0"

Preliminary Third Floor Plan
July 20th, 2016
DATE: August 15, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric Feacher, City Manager

FROM: T. Michael Stavres, Assistant City Manager
       Travis Edwards, Parks, Recreation & Culture Director

SUBJECT: RFQ 16-09: Proposed Task Order with Envisors for Master Planning Services for the Redevelopment of Chain of Lakes Park

BACKGROUND:

On March 11, 2016, the City issued Request For Qualifications (RFQ) 16-09 specific to master planning services for the redevelopment of Chain of Lakes Park. The intent of this project is to generate a master plan to guide the redevelopment of the remaining City-owned property at Chain of Lakes Park to include the existing Chain O'Lakes Complex, Rowdy Gaines Olympic Pool, Major & Minor League Baseball Facilities, lakefront, and open spaces. The master plan is also intended to consider and account for transportation needs associated with impacts to the surrounding roadway network and the trip generation stemming from the on-site redevelopment efforts.

Three submittals were received in response to RFQ-16-09 on April 14, 2016 from the following firms/teams:

<table>
<thead>
<tr>
<th>Envisors, a Division of Pennoni</th>
<th>Chastain-Skillman, Inc.</th>
<th>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>In association with:</td>
<td>In association with:</td>
<td>In association with:</td>
</tr>
<tr>
<td>• Littlejohn, a S&amp;ME Company</td>
<td>• Lunz Prebor Fowler</td>
<td>• Straughn Trout Architects</td>
</tr>
<tr>
<td>• Wallis Murphey Boyington</td>
<td>Architects</td>
<td>• Tindale Oliver Design</td>
</tr>
<tr>
<td>Architects, Inc.</td>
<td></td>
<td>• Coldwell Banker Commerical</td>
</tr>
<tr>
<td>• Ewing Cole, Inc.</td>
<td></td>
<td>• Saunders Ralston Dantzler</td>
</tr>
<tr>
<td>• Team Pain Enterprises</td>
<td></td>
<td>• Team Pain Enterprises Realty</td>
</tr>
<tr>
<td>• Rodda Construction</td>
<td></td>
<td>• Ewing Cole, Inc.</td>
</tr>
<tr>
<td>• Crossroads Consulting</td>
<td></td>
<td>• Wallis Murphey Boyington Architects, Inc.</td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td>• Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</td>
</tr>
</tbody>
</table>

A Professional Services Committee was assembled to review the submittals and participate in oral presentations from each of the teams. The PSC was comprised of the following individuals:

- T. Michael Stavres, Assistant City Manager
- Travis Edwards, Parks, Recreation & Culture Department Director
- Merle Bishop, Growth Management Department Director
Mayor Brad Danztler was the City Commission Liaison for this RFQ.

The PSC ranked the Envisors team as the most qualified/capable for performing the work as outlined in the RFQ. A recommendation of award was issued by the Purchasing Division May 12, 2016. A presentation was made by Envisors to the CRA Board June 13, 2016. Since that time staff has worked with Envisors to prepare the scope of work being recommended.

The scope of work proposed by Envisors consists of four phases described below:

Discovery Phase – confirmation of goals and objectives, individual responsibilities, schedule, and process; visitation to comparable sites; stakeholder interviews; data collection; market evaluations; and final program development.

Design Phase – 2 day design charrette; development of conceptual master plan alternatives and preliminary cost estimates; creation of an economic strategy to include operational costs/revenues, economic impacts, and funding opportunities; and draft and final master plan creation.

Documentation Phase – delivery of final master plan report.

Transportation Planning and Traffic Study Phase – analysis of trip generation estimates and FDOT data; traffic modeling on surrounding intersections and adjacent roadways; conceptual improvement plans and cost analysis; and coordination with FDOT.

The proposal also includes a separate option for work specific to incorporating a skate park. The cost associated with this specific conceptual planning work is $7,500 and is above and beyond the fees associated with the four phases described above.

The time frame for completing all four phases as presented is 6 months. The scope has been reviewed with Polk County Tourism & Sports Marketing staff to ensure it is consistent with the collective goals for the overall project.

FISCAL IMPACT:

The total cost associated with the work as proposed is $275,000. The Polk County Board of County Commissioners (via the TDC) has committed funding to the capital improvement projects on the site. Within the funding, up to $1 Million is available for front-end planning, engineering and design work. The allocation from the TDC will be memorialized via an Interlocal Agreement between the City and Polk County, which is being prepared by County staff. Staff's recommendation is that a notice to proceed not be issued to Envisors for this work as presented until such time the Interlocal Agreement between the City and the County is approved by the governing bodies of the City and the County and is fully executed.
RECOMMENDATION:

Staff recommends the City Commission authorize the execution of the proposed task order with Envisors for master planning services for the redevelopment of Chain of Lakes Park for a not to exceed amount of $275,000 subject to approval and execution of an Interlocal Agreement between the City and the County as referenced herein.

ATTACHMENTS:

RFQ-16-09 Bid Tabulation Sheet
EVI Proposal No. 1600937
<table>
<thead>
<tr>
<th>Major Item Description</th>
<th>Firms Submitting Proposals</th>
</tr>
</thead>
</table>
| Master Planning Services for Chain Of Lakes Park | Envisors, a Division of Pennoni - Winter Haven, FL  
In association with:  
Littlejohn, a S&ME Company  
Wallis Murphey Boyington Architects, Inc.  
Ewing Cole, Inc.  
Team Pain Enterprises  
Rodd Construction  
Crossroads Consulting Services  
Chastain-Skillman, Inc. - Winter Haven, FL  
In association with:  
Lunz Prebor Fowler Architects  
Stantec  
Amec Foster Wheeler Environment & Infrastructure, Inc. - Lakeland, FL  
In Association with:  
Straughn Trout Architects  
Tindale Oliver Design  
Coldwell Banker Commercial Saunders Ralston Dantzler Realty |
August 8, 2016

Proposal 1600937

Mr. Michael Stavres, Assistant City Manager  
CITY OF WINTER HAVEN  
451 3rd Street NW  
Winter Haven, Florida 33881

Re: 2nd Revision to Proposal to Provide Master Planning Services  
Chain of Lakes Park Master Plan – City of Winter Haven

Dear Mr. Stavres:

In accordance with your 8/5/16 request, we are pleased to submit three original packages of our revised proposal to provide Master Planning and Engineering Services to the City of Winter Haven for this Project.

Please call us if you have any questions or require additional information. We appreciate the opportunity to serve the City on this Project, and we look forward to working with you and your staff to successfully complete this Project.

Yours truly,

ENVISORS, a Division of Pennoni

Steven L. Elias, P.E.  
Municipal Division Manager

Beth L. Evans, AICP, LEED AP  
Office Director
PROPOSAL NO. 1600937
For
PROFESSIONAL CONSULTING ENGINEERING SERVICES
Project:
MASTER PLANNING SERVICES FOR THE CHAIN OF LAKES PARK

1.0 GENERAL PROJECT INFORMATION

1.1 General: This Proposed Agreement between the City of Winter Haven (City or Client) and Envisors, A Division of Pennoni (Envisors or Engineer), is for Master Planning and Engineering services as advertised in RFQ-16-09 dated March 11, 2016.

1.2 Background: In March 2016, the City of Winter Haven issued a Request for Qualifications for “Master Planning Services for the Chain of Lakes Park” and subsequently awarded this Project to a team of consultants led by Envisors. The Project consists of the development of a Master Plan to guide the long-term re-development and use of the Chain of Lakes Park (COLP). The Park consists of the Chain O’ Lakes Complex, Chain of Lakes Stadium and major league spring training facilities, park and grounds operation complex, and a utility services master lift station. The facility includes a community theater and art gallery, gymnasium, class rooms, banquet facilities, Olympic-sized swimming pool, and the administrative offices for the City’s Parks and Recreation Division. The property is used frequently for cultural and athletic endeavors including baseball tournaments, local and regional swim meets and aquatic instructional programs, recreational classes, summer camps, Theatre Winter Haven productions, the Ridge Art Association gallery, and countless private rentals and banquets.

The desired purpose of this Project is to prepare a Master Plan for the renovation and repurposing of the existing facilities, as well as the construction of new public use facilities. The central location of the property in relation to the greater community makes the property suitable for expanded recreational amenities to include an indoor athletic facility/conference center with meeting space and classrooms. In addition, inclusion of a parking structure may be suitable for the property. A financial commitment from Polk County Tourism and Sports Marketing (PCTSM) to the redevelopment is tied to the envisioned development of a new indoor 60,000± square foot indoor Field House athletic facility suitable for large competitions and convention related events drawing participants from outside of central Florida. The City is also contemplating a capital financing initiative to include this redevelopment effort.

The Project location is located in Section 32, Township 28 South, Range 26 East, at 210 Cypress Gardens Boulevard (SR 540), Winter Haven, FL 33880. The City-owned Site consists of one parcel (ID No. 262832643500001104) and encompasses 68.83± acres bounded by US Highway 17 to the west, 1st Street S to the east, Cypress Gardens Boulevard/State Route 540 to the north, and Lake Lulu to the south.
1.3 **Assumptions:** The following assumptions and items were used to prepare the cost proposal for this project.

1.3.1 Based on the RFQ documents, it is anticipated that the COLP Master Plan will contain the following components:

- 60,000 sf Field House
- Renovations of the Existing Complex Facility
- Tournament Sports Fields
- Lakefront Park
- Access Improvements
- Parking
- Stormwater Management and Lakefront Restoration

1.3.2 A Phase 1 construction budget of approximately $18 million has reportedly been established for the Project.

1.3.3 The Master Plan will likely be phased to accommodate budget constraints and potential near-term needs for the proposed Field House facility.

1.3.4 The City will be the decision maker for the Project and will receive input from other project stakeholders in their decision making prior to providing direction to Envisors. The City Commission will approve the Final Master Plan for adoption.

1.3.5 The anticipated schedule for the Project is approximately six (6) months from notice to proceed.

2.0 **EMPLOYMENT:** Under this Agreement, the City of Winter Haven hereby retains Envisors to perform the services described herein. In the performance of its duties under this Agreement, Envisors will exercise that degree of skill and learning ordinarily exercised by other design professionals practicing in the same general area and under similar circumstances.
3.0 ENVISORS’ SUBCONSULTANTS: For this Agreement, Envisors may utilize and coordinate the services of its professional subconsultants for this Project as needed to meet the City’s objectives and fulfill the Scope of Services outlined below. The Envisors Team includes:

- Littlejohn Engineering Associates
- WMB Architecture
- EwingCole Architects
- Crossroads Consulting Services
- Team Pain
- Rodda Construction

4.0 ENVISORS’ SCOPE OF SERVICES: Under this Agreement, Envisors and its subconsultants (the “Envisors Team” or “design team”) will provide master planning services for this Project. Envisors’ services will include serving as the City’s planning representative for the Project and providing customary consulting services. Envisors makes no warranties, express or implied, under this Agreement or otherwise, in connection with Envisors’ services. The following sections describe Envisors’ Scope of Services for this Project.

4.1 Discovery Phase

4.1.1 Kick-off Meeting – The Envisors Team will conduct a kick-off meeting with the City and others as identified by the City to review responsibilities, goals/objectives of the project, schedule, scope, stakeholder involvement, and existing base data needs. The design team will prepare a summary memo of the meeting minutes. A preliminary agenda for the kick-off meeting may include:

- Team responsibilities and resources
- Client responsibilities and resources
- Stakeholder involvement
- Establish travel plans and destinations for comparable site visits
- Scope review
- Project schedule
- Critical meeting dates
- Program and objectives
- Administration (budget, billing, progress reports, additional services requests, collections process, etc.)
- Communication plan
- Approval process
- Base data needs
- Deliverables/final product(s)

4.1.2 Comparable Site Visits – The Envisors Team will participate with City representatives, PCTSM staff, and others as identified by the City, in selecting sites and conducting site tour(s) of various comparable facilities which have
similar program elements as those proposed for the COLP. Our fees are based on approximately three days of tours, including one day to tour local area facilities (within a day’s roundtrip travel time from the Site), and two days for a visit to a Multipurpose Athletic Complex (MAC) out of the region. Additional travel days and facilities can be added to the agenda as desired by the City. Group costs directly related to these visits such as group ground transport to sites, group meals, etc., will be the City’s responsibility. A summary letter report will be prepared describing each site visited including photographs, program summary, and observations.

4.1.3 Stakeholder Interviews – The Envisors Team will lead stakeholder interviews over the course of up to two days in order to fully understand the needs and/or operational requirements of potential program elements. A summary letter report of our findings will be prepared. The City will provide the venue for hosting these meetings and identify the stakeholders to participate, which may include:

- Staff
- Elected Officials
- Key Facility User Representatives (Art Gallery, Theater, Aquatics)
- Community Leaders
- Key Stakeholders, Property Owners, Business Owners
- Residents, Visitors
- Others

4.1.4 Data Collection – The Envisors Team will collect and review readily available existing data and additional information provided by the City, as deemed appropriate in order to understand the apparent opportunities and constraints related to the preparation of the Master Plan, for example:

- Natural and cultural site characteristics
- Existing onsite facilities
- Utilities
- Transportation
- Drainage and water quality
- Entitlements
- Surrounding land uses

4.1.5 Market Evaluation – The Envisors Team will prepare a Market Evaluation Report that includes the following efforts:

A. Review available research conducted to date including potential development options under consideration for the site
B. Inventory the competitive supply of existing/planned facilities with the assistance of PCTSM staff
C. Analyze historical facility use of existing assets on the site (e.g., amount of
event activity, type, seasonality, etc.) and any documented turn-away business along with the reasons why

D. Review competitive/comparable facility attributes

E. Assess potential market opportunities, including specific opportunities defined by the City and County TDC and prepare a matrix that prioritizes potential development concepts under consideration based on an agreed upon set of criteria (e.g., usage attributes, synergies with existing facilities, revenue generating potential, economic/fiscal impact potential, preliminary order of magnitude cost/benefit, etc.

F. Comment on required general building program parameters and supporting infrastructure/amenities from a market perspective

4.1.6 Programming

A. Preliminary Development Program – The Envisors Team will prepare a Preliminary Development Program for the Site, and the Complex, Field House, and Aquatics Center, based on the information obtained through the Discovery Phase above and the following programming meetings:

• Site Program Development Meeting with appropriate City designated individuals to develop a program for the Site.
• Complex Program Development Meeting with appropriate City designated individuals to develop a program for the Complex, Field House, and Aquatics Center.

B Program Review – The Envisors Team will submit the Preliminary Development Program to the City and others designated by the City for review and written comment.

C. Final Development Program – After receipt of written review comments on the Preliminary Development Program, the Envisors Team will prepare a Final Development Program, which will serve as the basis of the subsequent Design Phase work.

4.1.7 Discovery Phase Deliverables:

• Comparable Site Visits Summary Letter Report
• Stakeholder Interview Summary
• Market Evaluation Report
• Final Development Program
4.2 Design Phase – Master Plan Development

4.2.1 Design Charrette – The Envisors Team will conduct a 2-day design charrette with the City, key design team members, and selected stakeholders to be determined by the City, at a venue provided by the City, to develop a preliminary master plan and solidify the programming. The Charrette agenda will include the following:

- Presentation of Discovery Findings
- Review of Comparable Sites
- Opportunities/Constraints
- Review of Development Program
- Site Tour
- Design Workshop
- Review
- Refinements
- Summary

Following the Design Charrette, the Envisors Team will produce a summary report documenting the results and work product which will serve as the basis of the master planning efforts.

4.2.2 Conceptual Master Plan Alternatives – Based on the results of the Charrette, the Envisors Team will prepare up to two (2) Concept Master Plan alternatives for the Project. The Plan will include the overall Site Master Plan showing uses, stormwater, shared parking, internal circulation, site access, multi-modal interfaces, and future development areas. The Plan will also include up to two (2) conceptual design alternatives for the Chain of Lakes Complex, Field House, and Aquatics Center showing programmed uses, and interface with existing complex facilities.

4.2.3 Preliminary Estimate of Costs – Based on the Concept Master Plans, the Envisors Team will prepare an estimate of probable construction costs for each concept alternative presented.

4.2.4 Economic Strategy – The Envisors Team will develop a funding, phasing, and implementation strategy for the Concept Master Plans to include:

- Discuss potential operational strategies
- Provide an order-of-magnitude estimate of operating revenues and operating expenses relative to estimated capital costs
- Estimate potential economic impacts (e.g., spending, jobs, earnings) and tax revenues
- Identify potential funding options and grant and partnership opportunities
- Comment on a potential development/implementation strategy (e.g., phasing alternatives)
4.2.5 Design Review – The Envisors Team will present the Concept Master Plan alternatives with preliminary cost estimates and economic strategies to the City for their review. Following the review, the City will prepare a set of consolidated written comments to guide the direction of the Final Master Plan.

4.2.6 Draft Final Master Plan – Based on the comments received on the Concept Master Plans, the Envisors Team will prepare a Draft Final Master Plan for the Site and Complex. The Plan will also show a Phase 1 development scenario which meets the Phase 1 construction budget. This Draft Final Master plan will include site sections and elevations to help convey the design intent of the project and 3D visualization of selected site elements and buildings. The Plan will be accompanied by an updated opinion of probable construction costs for both the overall development as well as the Phase 1 development.

4.2.7 Design Review – The Envisors team will present the Draft Final Master Plan and updated cost estimate to the City for review. Following the review, the City will prepare a set of consolidated written comments for the preparation of the Final Master Plan.

4.2.8 Final Master Plan – Based on the comments received on the Concept Master Plans, the Envisors Team will prepare a Final Master Plan for the Site and Complex. The Plan will also show a Phase 1 development scenario which meets the Phase 1 construction budget. The Final Master Plan will include updated site sections and elevations to help convey the design intent of the project and a 3D visualization of selected site elements and buildings. The Plan will be accompanied by an updated opinion of probable construction costs for both the overall development as well as the Phase 1 development.

4.2.9 Design Phase Deliverables:
- Charrette Summary Report
- Concept Master Plan Alternatives, Cost Estimates, and Economic Evaluation
- Draft Final Master Plan and Cost Estimate
- Design Review Meeting Minutes
- Final Master Plan and Cost Estimate

4.3 Documentation Phase

4.3.1 Draft Master Plan Report – The Envisors Team will produce an 11” x 17” Master Plan Report. The Report will document the master planning process and findings and will summarize the final design solutions. The Report will include supporting narrative and graphics which have been developed throughout the process.
4.3.2 Design Review – The Envisors Team will present the Draft Master Plan Report to the City for review. Following the review, the City will prepare a set of consolidated written comments for the Preparation of the Final Master Plan Report.

4.3.3 Final Master Plan Report – Based on City comments, the Envisors Team will produce the Final Master Plan Report. The final report will be supplied in 11” x 17” form, low resolution PDF for email, and as a summary PowerPoint presentation.

4.3.4 Documentation Phase Deliverable:
   • Final Master Plan Report

4.4 Transportation Planning and Traffic Study Phase

4.4.1 Trip Generation Estimates – Envisors will prepare trip generation estimates to match the final phased master plan uses including addressing pass-by, internal, and multi-modal trips. This effort will include trip distribution based on the traffic counts.

4.4.2 FDOT Data Collection – Envisors will analyze traffic counts at US 17/Cypress Gardens Boulevard, traffic modeling, signal warrants, and DOT access requirements in preparation of FDOT meeting to discuss potential traffic signal and intersection improvements.

4.4.3 Data Collection – Manual turning movement counts, pedestrian activity counts, and queueing observations will be completed on a typical weekday from 4:00 PM – 6:00 PM and on a typical Saturday (when schools are in session) at 5 intersections with queueing observations.

4.4.4 Traffic Modeling – Envisors will perform traffic modeling of 8 intersections on the adjacent roadway network and three internal intersections including queuing analysis and mitigation.

4.4.5 Conceptual Design – Envisors will prepare scaled conceptual improvement plans (7 locations) for cost estimating purposes including Cypress Gardens Boulevard/1st Street (geometric/capacity safety updates), US 17/main site access driveway (turn lanes), US 17/secondary site access (acceleration/deceleration lanes), 2 internal intersections, and 2 offsite intersections.

4.4.6 Cost Analysis - Based on the concept master plan and conceptual access designs, Envisors will prepare an estimate of probable construction costs for each concept alternative presented and offsite improvements.
4.4.7 FDOT Meeting – Envisors will meet with FDOT to review proposed improvements.

4.4.8 Enhanced parking assessment – Envisors will refine/expand the initial parking assessment to address master plan phases, weekday vs. weekend uses, and special events.

4.4.9 Technical Memorandum - Envisors will prepare a technical memorandum (including figures, calculation worksheets, and summary tables) to summarize our findings and recommendations.

4.4.10 Transportation Planning and Traffic Study Phase Deliverable:
   - Summary Technical Memorandum

5.0 CITY RESPONSIBILITIES: The City will assume the following responsibilities in order to assist the Engineer in the timely and proper completion of its professional services.

5.1 Designate a City representative with respect to the services to be rendered under this Agreement. This representative shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to Envisors' services for this Project.

5.2 Furnish Envisors with all information as to its requirements, including any special or extraordinary considerations for the Project, Project constraints, Project service area/population, and minimum Project facilities and components, and to make available existing pertinent data, such as Master Lift Station location, utility easement locations, existing leases, permits, and agreements, etc.

5.3 Promptly review, comment on, and return Envisors' submittals.

5.4 Promptly advise Envisors when the City becomes aware of any defect or deficiency in Envisors' services.

5.5 Give prompt written notice to Envisors whenever City observes or otherwise becomes aware of any defect in Envisors' work, any development that affects the scope of timing of Envisors' services, or any defect or non-conformance in the work of any person.

5.6 Pay for the costs directly related to the group site visits, stakeholder meetings, and charrettes/workshops, such as group ground transport, group meals, meeting venues, etc., and for the personal travel costs of City personnel.
6.0 COMPENSATION

6.1 Our lump sum fees for each of the above described work tasks, excluding reimbursable costs, are as follows, with an approximate breakdown by team member:

6.1.1 Discovery Phase Total ........................................................................................................... $76,115
  - Kick-Off Meeting (Design team)
  - Site Visits (Design team)
  - Stakeholder Interviews (Design team)
  - Data Collection (Overall team)
  - Market Evaluation (Crossroads)
  - Programming (Design team)

  Envisors .................................................. $19,500
  LEA ......................................................... $16,275
  WMB/EC ................................................... $24,340
  Crossroads .............................................. $16,000

6.1.2 Design Phase Total .......................................................................................................... $121,750
  - Design Charrette (Design team)
  - Concept Plan Alternatives and Costs (Design team)
  - Economic Strategy (Crossroads)
  - Draft Final Master Plan and Review (Design team)
  - Final Master Plan and Review (Design team)

  Envisors (includes Rodda) ........................... $30,900
  LEA ......................................................... $27,200
  WMB/EC ......................................................... $46,200
  Crossroads .................................................. $17,450

6.1.3 Documentation Phase Total ............................................................................................. $24,935
  - Master Plan Report (Design team)

  Envisors .................................................... $5,300
  LEA ........................................................... $14,775
  WMB/EC ..................................................... $4,860

6.1.4 Transportation Planning and Traffic Study Phase Total ........................................... $52,200
  - Summary Technical Memorandum (Envisors)

  Labor Total $275,000

6.2 In addition to our lump sum fee above, reimbursable costs (additional reproduction, supplies, personal travel costs, etc.) incurred in connection with the Project will be
itemized and included in our monthly invoices in accordance with the attached Schedule of Reimbursable Costs. We estimate a not-to-exceed total of $13,200 for these costs.

Envisors (includes Rodda) ................. $3,000
LEA ................................................. $3,700
WMB/EC ........................................... $5,000
Crossroads ...................................... $1,500

6.3 Optional Skate Park Item: Should it be determined during the Programming effort (Task 4.1.6) that a skate park element should be included in the development program, an additional fee of $7,500 will be charged for Team Pain's work to provide Concept Planning services during the Design Phase for a skate park.

6.4 It is understood and agreed that cost trade-offs among the various cost categories and work tasks are allowable. Envisors shall be allowed to transfer unused funds from completed phases/tasks to other phases/tasks requiring additional funds.

6.5 If the City elects to expand the scope of services to include work tasks not covered in this Proposal, Envisors will charge the City for these Additional Services and for meetings not described herein based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our attached Schedule of Hourly Rates and Reimbursable Costs.

6.6 Payment of permitting and permit/plan review fees, impact fees, and other costs not included in this proposal are the City's responsibility.

7.0 PAYMENT TO ENGINEER: Engineer shall submit statements to City for services rendered and for reimbursable expenses incurred. City shall make prompt payment in response to Engineer's statements.

8.0 OTHER MATTERS

8.1 Pennoni Associates Inc. Schedule of Hourly Rates and Reimbursable Costs and General Terms and Conditions (Form LE01 12/2015) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

8.2 Envisors will rely on historical information/data for work performed by others for this Project. Inaccuracies or incompleteness in the information provided could cause concerns in the future. Any Additional Services relating to these possible concerns will be addressed on an hourly basis as required. Research associated with or verification of accuracy of information provided by others is not part of this Project unless as explicitly described in Envisors' Scope of Services.
8.3 This proposal may be terminated upon our request and is void if not executed within 60 days. If delays occur for reasons beyond our control, we would expect to renegotiate with you the basis of our compensation in order to take into consideration changes in price indices and pay scales.

8.4 Envisors has no control over contractor pricing. Opinions of probable construction cost are based on best judgment/opinion, and do not constitute a warranty nor shall Envisors be responsible for any damage resulting from errors in judgment/opinion. If deemed necessary by Envisors, Envisors will endeavor to use a local estimator/contractor (approved by the City) if providing budget pricing; however, competitive bidding (by the City) and other economic factors can strongly influence the actual final project costs, which are often different from the local estimator/contractor budget pricing and opinions of probable cost. Envisors cannot guarantee that proposals, bids or actual costs will not vary from any opinions of probable cost. It is strongly recommended that the Client rely on a construction estimator/contractor and sufficient cost contingencies.

8.5 Pursuant to 558.0035 F.S., an agent or individual employee may not be individually held liable for negligence.

IN WITNESS WHEREOF, the City and Envisors have executed this Agreement in duplicate as of the date given below.

ATTEST: CITY OF WINTER HAVEN, FLORIDA

BY: ____________________________ BY: ____________________________

City Clerk Authorized Signature

______________________________ ________________________________

Printed Name Printed Name

DATE: __________________________

ENVISORS, A DIVISION OF PENNONI

BY: [Signature]

Beth L. Evans, AICP, LEED AP

Office Director

DATE: 8/9/16 Title
Envisors, a Division of Pennoni Associates Inc. ("Envisors") provides engineering consulting and land surveying services to its clients in accordance with the terms and conditions of our contract. Envisors' compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

### HOURLY FEES FOR PROFESSIONAL AND TECHNICAL PERSONNEL

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>RATES: $/HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CIVIL/SITE ENGINEERING PERSONNEL</strong></td>
<td></td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$180</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>$145</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$145</td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>$135</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$125</td>
</tr>
<tr>
<td>Associate Engineer II</td>
<td>$110</td>
</tr>
<tr>
<td>Associate Engineer I</td>
<td>$100</td>
</tr>
<tr>
<td>Graduate Engineer</td>
<td>$80</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>$60</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$90</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$75</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$70</td>
</tr>
<tr>
<td>Technical Specialist</td>
<td>$70</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$60</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$65</td>
</tr>
</tbody>
</table>

| **LAND SURVEYING PERSONNEL** |               |
| Principal Surveyor (PSM)      | $180          |
| Senior Surveyors (PSM)        | $150          |
| Project Surveyor              | $115          |
| Senior Technical Specialist   | $105          |
| Survey Crew Chief             | $80           |
| Instrument Operator           | $45           |
| Survey Technician              | $40           |
| 1-Person Survey Crew          | $80           |
| 2-Person Survey Crew          | $125          |
| 3-Person Survey Crew          | $165          |
| Laser Imaging Equipment with Operator | $230 |
| Laser Imaging Equipment with Operator and Survey Technician | $275 |

**Travel Time:** Standard hourly rate.

**Technical Support/Expert Testimony:** Provided upon request.

**EXPENSES:** Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:
- Subconsultant/Subcontractor Services: Cost plus 20%
- Project Related Travel and Living Expenses: Cost plus 10%
- Expendable Materials and Supplies: Cost plus 10%
- Field Equipment: Cost plus 10%
- Record Retrieval: $100.00/request plus reprographic charge
1. Unless withdrawn sooner, proposals are valid for thirty (30) days.

2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Subject to applicable Florida law, Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.

3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1 ½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.

5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.

6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually provided they are furnished to Client at least 30 days prior to any increases.

7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.

8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project.

9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.

10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance. Such insurance policies shall be satisfactory to Client. Therefore, Pennoni shall provide copies of all such insurance policies to Client for its review and approval prior to commencing any work contemplated hereunder.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.

13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.

14. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.

15. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.

16. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorney's fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.

17. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorney's fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.

18. Any indemnifications given by Client hereunder is not intended to waive Client's sovereign immunity and/or the limits of Client's liability as set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

Client and Consultant agree that Consultant shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All
records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CLIENT’S CUSTODIAN OF PUBLIC RECORDS, JOY TOWNSEND, DEPUTY CITY CLERK/RECORDS MANAGER AT 863-291-5600, EXT. 232, JTownsend@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

If the Consultant does not comply with a public records request, Client shall enforce the contract provisions which may include immediate termination of contract.

19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.

20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.

21. Client and Pennoni waive consequential damages arising out of this Agreement.

22. This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation shall be exclusively in the State Courts in and for Polk County, Florida.

23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.
DATE: August 18, 2016

TO: Honorable Mayor and City Commissioners

VIA: Deric C. Feacher, City Manager

FROM: Vanessa Castillo, CMC, City Clerk

SUBJECT: Winter Haven Police Officers’ Pension Board of Trustees
Appointment of Member for Remainder of Term

BACKGROUND:
The City’s Police Officers’ Pension Board of Trustees, established by Ordinance O-86-34, consists of five (5) members. Two (2) are required to be legal residents of the City and are appointed by the City Commission, two (2) shall be full-time Police Officers who are elected by a majority of the active Police Officers who are members of the Plan, and the fifth Trustee is chosen by a majority of the four (4) Trustees. The term of office is four (4) years.

Ron Edmiston, recently submitted his resignation of his Trustee position, a City Commission appointed position, which was set to expire January 31, 2018. The City Clerk’s Office has received applications from three individuals who have expressed interest in serving on this board.

Upon selection and appointment by the City Commission, the respective member will serve in the Trustee position for the remaining term expiring January 31, 2018.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends the City Commission select and appoint one (1) member to the Winter Haven Police Officers’ Pension Board of Trustees to complete the unfinished term of Ron Edmiston to expire January 31, 2018.

ATTACHMENT(S):

1. Email dated June 13, 2016 from Suzy Pita, Plan Administrator
2. Board/Committee Appointment Information (application) from Christine Samuel
3. Board/Committee Appointment Information (application) from Jocelyn Wilson
4. Board/Committee Appointment Information (application) from Carmelo Garcia
5. Board/Committee Appointment Information (application) from Robert Scott
Vanessa:
Ron Edmiston has submitted his resignation from the Winter Haven Police Pension Board effective immediately.
I have provided him with the Financial Disclosure Form 1F to file.

Because he was in a Commission Appointed position, we will need the City Commission to appoint a replacement for him.
The person appointed to fill his vacancy will need to complete his unfinished term which will not expire until 01/31/2018.

Please pass this on and keep me in the loop...thanks for your help!
Susy

---

From: "ron edmiston" <redmist57@live.com>
To: susypita@comcast.net, "Charles Bird" <cbird@mywinterhaven.com>
Sent: Friday, June 10, 2016 5:04:15 PM
Subject: winter haven police pension board..

-- my six plus years having worked with you has been a joy and so rewarding..
i can see that my chance to return to winter haven for the august meeting becomes more of a smile and desire relative to a real happening..
tammy and i will be moving next month to our new home to be with the raising of our only grandchild in kennesaw ga..
so many fond memories for thirty one plus years living in our community..
you and chief bird represent and walk-the-walk for true & real, with integrity..
please offer my best to all and my so very fortunate replacement too..

maybe kennesaw pd will call on me assist also..

with respect,

ron I edmiston
BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) Pension Board
2) _______________________
3) _______________________

Name: Samuel Christine
(Last) (First) (Middle)

Address:
(Home) 7205 Summit Place Winter Haven, FL 33884
(Mailing) same
(Office) 300 Lynchburg Road Lake Alfred, FL 33850

Phone:
(Home/Cell) 863-604-6542 (Office) 863-956-3491 ext. 202
(Email) csamuel@alpi.org (Fax) 863-956-3357

Employer: The Agricultural & Labor Program, Inc.

Position: Human Resources Director Years/Months: 3years/5month

Please answer the following:

Are you a city of Winter Haven resident?
Yes ☑ No □

Are you a registered voter?
Yes ☑ No □

Do you own property in Winter Haven?
Yes ☑ No □

Are you currently serving on a City Board/Committee?
Yes □ No ☑

Have you every served on a City Board/Committee?
Yes ☑ No □
   • If yes, when and which Board(s)/Committee(s)?
   2010 ??
   Bi-Centennial Committee

Are you a City employee?
Yes □ No ☑

How long have you lived in Winter Haven?
Years/Months: ________________________
Please state your reason for wanting to serve on a City Board(s)/Committee(s):
I attend City Commissioner's meeting all the time. I think my 20 plus years of experience in Human Resources will be a benefit to this committee.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment:
I have a degree in Human Resources. I have been a Facility Administrator and worked in Human Resources as Director for 20 plus years.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:
No conflicts.

REFERENCES:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Young</td>
<td>240 Wynell Drive Davenport, FL</td>
<td>863-224-1534</td>
</tr>
<tr>
<td>Bishop James Cochran</td>
<td>2520 Bishop Cochran Way</td>
<td>863-651-5564</td>
</tr>
<tr>
<td>Joe Halman</td>
<td>6738 Highlands Loop Lakeland, FL</td>
<td>863-528-7279</td>
</tr>
<tr>
<td>Nate Birdsong</td>
<td>Winter Haven, FL</td>
<td>863-289-9813</td>
</tr>
</tbody>
</table>

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: ✔ Date

2). To elect submission via email with no signature, click here: ✔ SUBMIT

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION TO:
Vanessa Castillo, CMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 • 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 • Fax: 863.298-5293
vcastillo@mywinterhaven.com
Board(s) or Committee(s) Desired:
1) Police Pension Board
2) 
3) 

Name: Wilson Jocelyn Rae
   (Last) (First) (Middle)

Address:
   (Home) 1906 18th St NW Winter Haven, FL 33881
   (Mailing) 
   (Office) 340 W Central Ave Ste 200 Winter Haven FL 33880

Phone: (Home/Cell) 802-488-0224 (Office) 863-298-8771
       (Email) jocelyn@foodpartners.net (Fax) 863-298-6762

Employer: Food Partners, Inc

Position: Finance Manager Years/Months: 5 years

Please answer the following:

Check (✓) one:

Are you a city of Winter Haven resident?
Yes ✓ No

Are you a registered voter?
Yes ✓ No

Do you own property in Winter Haven?
Yes No ✓

Are you currently serving on a City Board/Committee?
Yes No ✓

Have you ever served on a City Board/Committee?
Yes No ✓
   • If yes, when and which Board(s)/Committee(s)?

Are you a City employee?
Yes No ✓

How long have you lived in Winter Haven?
Years/Months: 6 years
Please state your reason for wanting to serve on a City Board(s)/Committee(s):
Community engagement and to use my business background to assist the Board.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment:
With my accounting degree and my experience as an auditor I have the background to be involved on the board and to ask the right questions. I have been working in accounting field for the last 12 years.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:
No

REFERENCES:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Bogdahn</td>
<td>1332 Evelyn Dr. S.E. Winter Haven</td>
<td>863-299-1195</td>
</tr>
<tr>
<td>Deanna Rhodes-Tanner</td>
<td>6 Brogden Ct Winter Haven 33880</td>
<td>863-207-4997</td>
</tr>
<tr>
<td>Kerry Wilson</td>
<td>56 4th Street NW Winter Haven 33818</td>
<td>863-557-5867</td>
</tr>
</tbody>
</table>

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: ✗ Date

2). To elect submission via email with no signature, click here: ✓
WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) CRA Down Town Advisory Committee
2) Police Officers' Pension Board
3) Planning Commission & Lakes Advisory

Name: Garcia Carmelo E.
(Last) (First) (Middle)

Address:
(Home) 139 1/2 Ave. D SW Winter Haven, Florida 33880
(Mailing)
(Office)

Phone: (Home/Cell) (407) 285-6157
(Office) __________________________
(Email) Carmelogarcia1280@outlook.com
(Fax) __________________________

Employer: Self Employed

Position: President
Years/Months: 5 years

Please answer the following:

Are you a city of Winter Haven resident? Yes ☑ No ☐

Are you a registered voter? Yes ☑ No ☐

Do you own property in Winter Haven? Yes ☑ No ☑

Are you currently serving on a City Board/Committee? Yes ☑ No ☑

Have you ever served on a City Board/Committee?

• If yes, when and which Board(s)/Committee(s)?

Are you a City employee? Yes ☑ No ☑

How long have you lived in Winter Haven?

Years/Months: 1 year on 2/16
Please state your reason for wanting to serve on a City Board(s)/Committee(s):
I want to become more active and involved in the community and city affairs. I understand the importance of being a part of local community boards. I also believe it's where I can be of more help, and serve the community.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment:
I have been involved in law enforcement and government since I was very young. My interests and passions are within public service. I have also completed the Kissimmee School of Government class and received a certificate of completion for the course. I may not have actual time served on a board, but I have volunteered in many ways, shapes, and forms.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:
No. There are no political conflicts at this time.

REFERENCES:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Nathaniel Birdsong</td>
<td>111 Ave R NE Winter Haven, Fl. 33881</td>
<td>863-412-0288</td>
</tr>
<tr>
<td>David Garcia</td>
<td></td>
<td>321-895-0551</td>
</tr>
<tr>
<td>Evelyn Serrano</td>
<td></td>
<td>321-895-8448</td>
</tr>
</tbody>
</table>

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not merely policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.  

1). Signature required if NOT submitting electronically: ____________________ Date ____________

2). To elect submission via email with no signature, click here: [Submit]

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION TO:
Vanessa Castillo, CMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 • 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 • Fax: 863.298-5293
vcastillo@mywinterhaven.com
Board(s) or Committee(s) Desired: 1) Police Pension
2) 
3) 

Name: SCOTT ROBERT LEROY

Address: (Home) 130 AV E C S. E. APT 26
(Mailing) WINTER HAVEN, FL 33880
(Office) 

Phone: (Home/Cell) 863 287 9538 (Office)
(Email) ROBERT SCOTT HAVEN.COM (Fax) 863 575 8593

Employer: DISABLED VETERAN

Position: 

Please answer the following:

Are you a city of Winter Haven resident? Yes [ ] No [ ]
Are you a registered voter? Yes [ ] No [ ]
Do you own property in Winter Haven? Yes [ ] No [ ]
Are you currently serving on a City Board/Committee? Yes [ ] No [ ]
Have you ever served on a City Board/Committee?

- If yes, when and which Board(s)/Committee(s)?

Are you a City employee? Yes [ ] No [ ]

How long have you lived in Winter Haven? Years/Months: 71 YEARS
Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I have a life time concern for our city and its employees.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment:

BIRTH

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

I know known that I can think of at this time.

REFERENCES:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roosevelt Smith</td>
<td></td>
<td>863-944-1491</td>
</tr>
<tr>
<td>CHIEF BOARD</td>
<td></td>
<td>863-291-5858</td>
</tr>
<tr>
<td>BOB ARNOLD</td>
<td></td>
<td>863-581-4888</td>
</tr>
</tbody>
</table>

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: ✗ Robert L. Scott Date 8/18/2016

2). To elect submission via email with no signature, click here: 

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION TO:

Vanessa Castillo, CMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 • 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 • Fax: 863.298-5293
vcastillo@mywinterhaven.com
The attached depicts the individual and collective results of the City Commission's evaluation of the 2015-2016 job performance of the City Attorney, City Clerk, and City Manager.

Thank you.

:ams

Attachments

cc: City Directors
Shawn Dykes, HR Division Director
### Individual Ratings

<table>
<thead>
<tr>
<th>Performance Categories</th>
<th>Birdsong</th>
<th>Chichetto</th>
<th>Dantzler</th>
<th>Hunnicutt</th>
<th>Twyford</th>
<th>Overall Rating*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>5</td>
<td>4.5</td>
<td>4.5</td>
<td>4.5</td>
<td>4</td>
<td>4.5</td>
</tr>
<tr>
<td>Legal Representation</td>
<td>4.5</td>
<td>5</td>
<td>4</td>
<td>4.5</td>
<td>4</td>
<td>4.4</td>
</tr>
<tr>
<td>Problem Solving &amp; Decision Making</td>
<td>4.5</td>
<td>4</td>
<td>4.5</td>
<td>4.5</td>
<td>4</td>
<td>4.3</td>
</tr>
<tr>
<td>Professionalism</td>
<td>5</td>
<td>4.5</td>
<td>4.5</td>
<td>5</td>
<td>4.5</td>
<td>4.7</td>
</tr>
<tr>
<td>Public Meetings</td>
<td>4.5</td>
<td>4.5</td>
<td>4.5</td>
<td>4.5</td>
<td>4</td>
<td>4.4</td>
</tr>
<tr>
<td>Relationship with Commissioners</td>
<td>5</td>
<td>4.5</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>4.5</td>
</tr>
<tr>
<td>Technical Competency</td>
<td>5</td>
<td>4.5</td>
<td>5</td>
<td>5</td>
<td>4.5</td>
<td>4.8</td>
</tr>
<tr>
<td><strong>Average Rating</strong></td>
<td>4.79</td>
<td>4.5</td>
<td>4.43</td>
<td>4.71</td>
<td>4.14</td>
<td>4.51</td>
</tr>
</tbody>
</table>

*Totals may vary due to rounding.

### Comments

**Communications**

This reporting period there have been some after the fact incidents, but overall John is very efficient. (Hunnicutt)

Always available; easy to understand. Keeps this Commissioner informed as to legal issues facing the City. (Twyford)

**Legal Representation**

Not sure on issues; when asked, John could not comment, was not aware; management needs to keep John abreast. (Hunnicutt)

No major issues as to legal representation. Has the knowledge and experience to represent the City. (Twyford)

**Problem Solving and Decision Making**

Can only handle what he is aware of. (Hunnicutt)

Would like to see all of the available and foreseeable legal alternatives when presenting a matter before the Commission that requires making a decision that will have legal ramifications. (Twyford)

**Professionalism**

As a single Commissioner, I have no problem with John's professionalism. (Hunnicutt)

Has represented the City in a professional manner. (Twyford)

**Public Meetings**

He has made great improvement during this reporting period; I feel sometimes in meetings he holds back on issues. (Hunnicutt)

Is prepared for most meetings. Would like to see more participation in meetings when a statement that is put before the Commission is a misstatement of law or fact, to guide the Commission away from including such misstatements in its' decision making process. (Twyford)

**Relationship with Commissioners**

Exceptional in this area. (Hunnicutt)

Very accessible; responds timely; easy to contact. (Twyford)

**Technical Competency**

Very well represented; continues research through seminars, and is certified in municipal law. (Hunnicutt)

Is competent to perform the duties of City Attorney. (Twyford)
### Strengths and Results Achieved During This Rating Period

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nathaniel Birdsong</td>
<td>Very professional; outstanding communicator; technically competent</td>
</tr>
<tr>
<td>Pete Chichetto</td>
<td>Very knowledgeable in all aspects of City law; provides good advice.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>His knowledge of municipal law.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Is eager to assist in any legal matter pertaining to the City.</td>
</tr>
<tr>
<td></td>
<td>Good knowledge of City and Government law.</td>
</tr>
</tbody>
</table>

### Performance Areas Most Critical for Improvement

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pete Chichetto</td>
<td>Give status updates at Commission meetings for items the Commission asked for, so that all Commissioners are aware of what is being requested.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Making sure he is kept abreast with City issues.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Billing. Need to find a way to control the amount of time billed. Need to work more efficiently in providing legal services so that legal costs go down.</td>
</tr>
</tbody>
</table>

### Constructive Suggestions or Assistance Offered to Enhance Performance

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Inform the Commission of the ramifications of decisions they are about to make, even if such ramifications may not seem positive to an individual Commissioner.</td>
</tr>
</tbody>
</table>

### Other Comments and Priorities, Expectations, Goals or Objectives for the New Rating Period

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Be more outspoken on issues during discussion with case law, or help the Commission have a broader understanding.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Need to find a way to lower the cost of legal services to the City.</td>
</tr>
</tbody>
</table>

This space intentionally left blank.
City Attorney John Murphy Review

I believe John has taken past reviews to heart and strived to make improvements in his job as city attorney. I believe he is doing a satisfactory job representing the city.

At times he has a tendency to speak over the commissioners’ heads, especially when explaining legal concepts. I encourage John to work on his communication skills, focusing on keeping things shorter and simpler, especially in public meetings.

I believe the commission has confidence in John’s legal opinions. It is apparent that he works hard to stay up-to-date on municipal law.

John is professional in his behavior and demeanor with the commission, but we occasionally spend too much time discussing issues that have already been decided. The phrase “beat a dead horse” comes to mind. I hope we will recognize this fact and move on once consensus has been reached.

As mayor, I appreciate his call to go over the meeting agenda prior to the meeting if there are legal questions he believes I should be aware of. He has been quick to speak up in commission meetings if he feels we are going down a legal path we need to avoid.

While I am satisfied with his job as attorney, and the fact he is now spending time in city hall in an office making himself available for all staff to consult with, I still believe it would be cost efficient for Winter Haven to have in-house counsel, especially since matters that become litigious are contracted out anyway. What’s more, I believe we owe it to the attorneys in Winter Haven to bid out our legal services every few years if we aren’t going to hire a staff attorney.

[Signature]
### City of Winter Haven
### City Clerk Performance Evaluation Report
### July 2015 through June 2016

**Performance Categories**

<table>
<thead>
<tr>
<th>Performance Categories</th>
<th>Individual Ratings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1 = Poor; 2 = Marginal; 3 = Average; 4 = Above Average; 5 = Exceptional)</td>
</tr>
<tr>
<td></td>
<td>Birdsong</td>
</tr>
<tr>
<td>Administrative Functions</td>
<td>Actual</td>
</tr>
<tr>
<td>Budgeting and Fiscal Management</td>
<td>4.5</td>
</tr>
<tr>
<td>Communications</td>
<td>5</td>
</tr>
<tr>
<td>Commission Meetings</td>
<td>5</td>
</tr>
<tr>
<td>Election Management</td>
<td>5</td>
</tr>
<tr>
<td>Legal Responsibilities</td>
<td>4.5</td>
</tr>
<tr>
<td>Relationship w/ the Commission</td>
<td>5</td>
</tr>
<tr>
<td>Average Rating</td>
<td>4.71</td>
</tr>
</tbody>
</table>

*Totals may vary due to rounding.

**Comments**

**Administrative Functions**
Reduce the minutes; too much verbal jargon. Only need action items; two days is too short. (Hunicutt)

Has always responded in a positive manner to any request involving a City matter. (Twyford)

**Budgeting and Fiscal Management**
Not sure; what involvement? (Hunicutt)

Has routinely found the best ways to keep costs down. (Twyford)

**Communications**
Have received a lot of positive feedback from individuals who come in contact with the Clerk’s office. (Hunicutt)

Has done well in all areas of communication. Has always responded with information requested in a timely and professional manner. (Twyford)

**Commission Meetings**
Always at meetings; does not prepare agenda! (Hunicutt)

Prepares well for Commission meetings. (Twyford)

**Election Management**
First election process, all comments from Lori Edwards were very positive on how she handled everything. (Hunicutt)

Is extremely helpful and courteous in all matters regarding election management. Has a wealth of knowledge regarding election proceedings and is available to answer questions regarding City elections. (Twyford)

**Legal Responsibilities**
Highly respected with her peers. Gets with the City Attorney on what is required of minutes. (Hunicutt)

Has performed her duties as City Clerk in accordance with the law and City Charter. (Twyford)

**Relationship with the City Commission**
Understands her relationship and role of responsibility with the Commission. (Hunicutt)

Performs well at her job. (Twyford)
### Strengths and Results Achieved During This Rating Period

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments/Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nathaniel Birdsong</td>
<td>Excellent communicator; did a great job with the election.</td>
</tr>
<tr>
<td>Pete Chichetto</td>
<td>Able to multi-task well</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Positive attitude</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Communicates well and often with this Commissioner. Contacts this Commissioner when there is a question or information required from this Commissioner. Keeps this Commissioner's schedule and documents in order.</td>
</tr>
</tbody>
</table>

### Performance Areas Most Critical for Improvement

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments/Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pete Chichetto</td>
<td>Making sure all meetings, including liaison meetings, are on the calendars.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Reduce time spent on minutes. (Action only items)</td>
</tr>
<tr>
<td>William Twyford</td>
<td>None</td>
</tr>
</tbody>
</table>

### Constructive Suggestions or Assistance Offered to Enhance Performance

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments/Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pete Chichetto</td>
<td>Use City staff during times when you need assistance. Ask for help.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Continue staying engaged with Clerk's Association.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Present performance is fine.</td>
</tr>
</tbody>
</table>

### Other Comments and Priorities, Expectations, Goals or Objectives for the New Rating Period

<table>
<thead>
<tr>
<th>Name</th>
<th>Comments/Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Attend seminars pertaining to Clerk functions</td>
</tr>
</tbody>
</table>

*This space intentionally left blank.*
City Clerk Vanessa Castillo Review

This was difficult year for Vanessa. Due to personal issues, I am more inclined to give her a pass this year. She missed a lot of work, let some things fall through the cracks, but I'm fairly confident this would be the case with anybody knowing what she went through in 2015.

I am impressed with how the other staff in city hall all pitched in to help during this time of need. Joy did a great job filling in. It was encouraging to see the communal attitudes on display in city hall.

The elections this year ran smoothly. Vanessa was very proactive keeping the dates and meeting all functioning properly. I am confident she can run all future elections in a professional, efficient and competent manor.

Commission meeting run fine for the most part. We do have the occasional technical mishaps, but Vanessa is quick to learn from mistakes so they don't happen again. The minutes are much improved, they are on time and I have confidence that the past problems we have experienced with the minutes are a thing of the past.

Ongoing communication with the city manager office is a concern. Even though there could be some confusion, there needs to be much better communication between the city clerk's office and the city manager's office. At some point in the future, we as the commission should address the disparity in the charter, but I do think are improving and hope by next year this is a non-issue.

I continue to have technical difficulties with my iPad and opening documents electronically. This is not new; it's an ongoing issue I have been dealing with for quite some time. I challenge the city clerk to take this problem on and help the commission with any download issues or computer glitches they might have. We all use out iPad's every day and nothing is more frustrating than to need a document and it won't open or takes too long to open.

Overall, I am very satisfied with the job Vanessa is doing. I appreciate her positive attitude and professionalism in all matters.
## City of Winter Haven
### City Manager Performance Evaluation Report
#### July 2015 through June 2016

<table>
<thead>
<tr>
<th>Performance Categories</th>
<th>Birdsong</th>
<th>Chichetto</th>
<th>Dantzler</th>
<th>Hunnicutt</th>
<th>Twyford</th>
<th>Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>Rating*</td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Rating*</td>
</tr>
<tr>
<td>Administration of the City</td>
<td>5</td>
<td>3</td>
<td>3.5</td>
<td>4</td>
<td>2</td>
<td>3.5</td>
</tr>
<tr>
<td>Communications</td>
<td>5</td>
<td>2.5</td>
<td>3.5</td>
<td>4</td>
<td>3</td>
<td>3.6</td>
</tr>
<tr>
<td>Community Relations</td>
<td>5</td>
<td>2.5</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>3.9</td>
</tr>
<tr>
<td>Fiscal and Asset Management</td>
<td>5</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>1.5</td>
<td>3.5</td>
</tr>
<tr>
<td>Policy and Planning</td>
<td>4.5</td>
<td>2</td>
<td>3.5</td>
<td>3.5</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>Relationship with Commissioners</td>
<td>5</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>3.6</td>
</tr>
<tr>
<td>Supervision and Leadership</td>
<td>5</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>3.6</td>
</tr>
<tr>
<td>Average Rating</td>
<td>4.93</td>
<td>2.71</td>
<td>3.71</td>
<td>3.93</td>
<td>2.29</td>
<td>3.51</td>
</tr>
</tbody>
</table>

*Totals may vary due to rounding.

**Comments**

**Administration of the City**

Deric came into this position with a lot of ideas, initiatives. It feels like he has settled into normality. He has high energy and he needs to use it to set initiatives internally. (Hunnicutt)

Need to complete projects in a timely manner. At this time the building project for the downtown splash pad is still not complete. Leadership and direction are critical to this position if the city is to complete the future projects currently planned, under budget and in a timely fashion. Lack of leadership from the City Manager’s office in the area of pension reform, even if such a plan is unpopular with the employees. Sometimes a leader must make decisions and plans that protect the City as a whole, while unpopular with employees. Too many times our City Manager waits for directions from the City Commission rather than take the lead and develop a plan to solve a very real problem. (Twyford)

**Communications**

Communication with the Commission is as needed; need to have more communication as a group rather than one-one-one meetings. (Chichetto)

I am not convinced Deric keeps the Commission abreast as a whole, and interacts at the same level with the Commission as a whole. (Hunnicutt)

Knows how to communicate with others. Is accessible to officials, employees, the media and the public. Needs to improve on following up on requests for information to ensure that the questions asked have been answered. (Twyford)
<table>
<thead>
<tr>
<th>Category</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Relations</td>
<td>Promotes the City well, but needs to have a balance of community involvement and City business. (Chichetto)</td>
</tr>
<tr>
<td></td>
<td>Conducting City issues, or promoting issues on a personal Facebook, could result in issues and confusion. If something else is needed, we have a web-site and a City maintained Facebook page. (Hunnicutt)</td>
</tr>
<tr>
<td></td>
<td>For the most part, does well in community relations. A gifted public speaker in front of a live audience. In other areas of communication, sometimes presents content that does not always represent what one would consider to be the City's message. Blending personal and professional thoughts and comments on social media, at times, shows poor judgment. Would prefer to see a more mindful presence, if any presence, on social media. (Twyford)</td>
</tr>
<tr>
<td>Fiscal and Asset Management</td>
<td>Manages money well, but does not rely on his own to make budget decisions; needs to better understand all facets of the budget better. (Chichetto)</td>
</tr>
<tr>
<td></td>
<td>This is a vital area for any City Manager. This is an area where Deric needs to be involved in our current assets, maintenance, and set performance standards that can be shown throughout the budget cycle! (Hunnicutt)</td>
</tr>
<tr>
<td></td>
<td>Leadership in this area needs improvement. Budget process is not collaborative nor well planned out. Budgeting process needs to start earlier. Appears to be reactive, rather than proactive, in making decisions regarding fiscal and asset management. Needs to gain a better understanding of this process. Has still not come up with a way, or a plan, to solve budget shortfalls. Salary, pension and other recurring costs continue to go up. The City Manager should lead the charge to stop these increases. Continuing to take money out of the water revenues and placing it in the General fund, then taking millions of dollars out of the General Fund to pay the unfunded actuarial liability is not sound fiscal and asset management. Need to develop a plan that will end this activity, and then through leadership, promote and enact the plan in a timely fashion. (Twyford)</td>
</tr>
<tr>
<td>Policy and Planning</td>
<td>No internal accountability! A more goal or performance base needs to be established. (Hunnicutt)</td>
</tr>
<tr>
<td></td>
<td>Needs to be more proactive in this area. (Twyford)</td>
</tr>
<tr>
<td>Relationship with the City Commission</td>
<td>Informs the Commission as a whole on a big issue. Does respond quickly to emails. Sometimes goes on the defensive side of criticism with no basis. (Hunnicutt) Outside of one meeting regarding potential capital improvements, my contact with the City Manager appears to be self-generated. I have no knowledge of what information the other Commissioners receive and therefore cannot respond as to whether or not there has been a timely and equal dissemination of information. It does appear that other Commissioners are given additional information before City Commission meetings, as they bring up information that they have received from staff (at the direction of the City Manager). He is accessible to Commissioners. Responds to email, but has delegated the request to others and lacks follow-up. (Twyford)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Supervision and Leadership</td>
<td>As City Manager, during this pension process there has been some internal information allowed to foster creating a them against us - employees versus the Commission. (Hunnicutt) Appears to be well liked by upper management. Management style appears to be by committee and not as that of leadership. Management style has remained stagnant. Recurring deficiency in leadership as the CEO of the City has not been overcome. (Twyford)</td>
</tr>
<tr>
<td>Nathaniel Birdsong</td>
<td>Communication; fiscal and asset management; supervision and leadership, and communications.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>Deric is very open for dialogue; private-public relations.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Is a nice, well-spoken person who presents well when appearing on behalf of the City. Liked by upper City staff.</td>
</tr>
<tr>
<td>Performance Areas Most Critical for Improvement</td>
<td></td>
</tr>
<tr>
<td>Pete Chichetto</td>
<td>Better understand the operations of the City’s budget.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>To make sure there is accountability, set budget based goals.</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Concentration on putting the City as the priority rather than outside endeavors. Non attendance at the Gigabit City conference, after committing to attend, and then traveling to Canada for a non-city awards presentation, is not appropriate.</td>
</tr>
<tr>
<td>Constructive Suggestions or Assistance Offered to Enhance Performance</td>
<td></td>
</tr>
<tr>
<td>Pete Chichetto</td>
<td>Balance time in office with extra activities outside City Hall.</td>
</tr>
<tr>
<td>Brad Dantzler</td>
<td>See Attachment 1</td>
</tr>
<tr>
<td>Steven Hunnicutt</td>
<td>More communication with all of the Commissioners!</td>
</tr>
<tr>
<td>William Twyford</td>
<td>Successfully complete advanced education and training in the area of city management.</td>
</tr>
<tr>
<td>Other Comments and Priorities, Expectations, Goals or Objectives for the New Rating Period</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Pete Chichetto</strong></td>
<td>Prioritize programs and projects city-wide; limited funds can only go so far and we cannot afford everything, therefore we need to prioritize programs and projects</td>
</tr>
<tr>
<td><strong>Brad Dantzler</strong></td>
<td>See Attachment 1</td>
</tr>
<tr>
<td><strong>Steven Hunnicutt</strong></td>
<td>With projects set, monitor, set goals and objectives for staff, to make sure priorities are being met!</td>
</tr>
<tr>
<td><strong>William Twyford</strong></td>
<td>Institute goal setting structured around the SMART (specific, measurable, attainable, relevant, and time bound) goals and performance evaluation. I believe that this will be a better way to measure efficiency and goal completion of the future issues and projects facing the City of Winter Haven.</td>
</tr>
</tbody>
</table>

This space intentionally left blank.
City Manager Deric Feacher Evaluation

I have been somewhat critical of Deric in recent evaluations, but I believe he has made progress in addressing my concerns. I criticized him for lack of communication, but he put forth significant effort at communicating with me by telephone and in person, which I prefer, and minimized communication via email, which I prefer less. He appears to be growing into the job as City Manager.

I still believe a city the size of Winter Haven should have a city manager with a Master’s Degree or other advanced degree. I encourage Deric to get on with this and enhance his formal education. Now is the time; it will never get easier or less inconvenient.

I fault Deric for his lack of leadership in dealing with the issues involving the city’s pension plan. These problems have been simmering for a long time, and they are not going away. It has been a distraction to the commission, employees, and community for far too long. Finally the issues are being addressed, but they should have been handled a long time ago. Had they been addressed incrementally over time there would have been far less acrimony. Instead, by ignoring the problems the situation devolved into an “us against them” scenario, which was unnecessary.

Deric continues to represent the city well in public. He does a good job in public speaking events and many people in Winter Haven have a positive view of the city manager. While I consider it important for him to be a visible part of the community, it can go too far and take him away from the day-to-day responsibilities of his job. I believe he is doing a better job of finding the right balance between these duties.

The city manager has work to do with the commission. As mayor, I communicate with Deric almost daily but I get the sense that other commissioners don’t feel that they receive a sufficient level of communication with him. I would encourage him to make more of an effort to meet with the other commissioners one-on-one and work through issues they may have. He does this with me; I know he can do it with the others. I realize it’s not going to be an easy task, but one worth pursuing.

I do applaud Deric for the way many of the city departments are functioning. Hiring an assistant city manager is good and I can see how it’s helping the organization. The challenges at the airport are behind us now and I like what is happening there. I receive many compliments about our Parks and Recreation, police, fire and planning departments. The recent Police accreditation is a major win for the organization. Our streets are clean and in good repair for the most part. The lakes are clean and the visual arts in downtown are wonderful. I hear no complaints from any citizen about any department except the water department. I am hopeful that eventually we will allow residents to turn on water services via the internet without having to come down to city hall and do it in person. That’s outdated and can be changed. Overall, I believe the city is functioning efficiently and the outlook is positive in my opinion.

Deric has much potential. As mayor, I see the criticism he takes from many people almost weekly. He stays positive and continues to push ahead. He will be tested as we move forward with the upcoming projects we have recently approved. There will be traffic issues, cost overruns, and many unhappy folks
as we build out these projects. When we go to redevelop the Chain of Lakes property, not everybody will be happy. He, his staff and the commission, will all feel the pressure as we press forward. I am hopeful he can raise his game and be the leader we need over this process. The city has so much good going on, if we stay focused, all work together and pull in the same direction, what a city we will have in just a few years! This idea has to be the focus of the City Manager.