WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, December 8, 2025, 6:00 p.m.

LOCATION: City Hall - John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

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1. **CALL TO ORDER** - Nathaniel J. Birdsong, Jr., Mayor
2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
3. **INVOCATION** - Pastor Jonathan Winfree, Redeemer City Church
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
5. **PRESENTATIONS**
6. **DEVELOPMENTS OF NOTE**
7. **MINUTES**
8. **COMMENTS FROM THE AUDIENCE**
9. **ORDINANCE(S) - SECOND READING - PUBLIC HEARING**

9.A **O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use**

Staff Contact: *Heather Reuter, Senior Planner, hreuter@mywinterhaven.com*

Summary - Ordinances O-25-36 and O-25-37
O-25-36

9.B **O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial-Highway (C-3) zoning district**

Staff Contact: *Heather Reuter, Senior Planner, hreuter@mywinterhaven.com*

Summary - Ordinances O-25-36 and O-25-37
O-25-37

9.C **O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report**

Staff Contact: *Sean Byers, Planning Manager, sbyers@mywinterhaven.com*

Summary - Ordinance O-25-39
O-25-39

9.D **O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary - O-25-40
O-25-40
Estate of Velma Seawell Daniels Petition for Discharge

9.E **O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary O-25-41
O-25-41
Exhibit A O-25-41

9.F **O-25-42 - Amending O-24-44 appropriating funds for fiscal year ending September 30, 2025**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary - O-25-42
O-25-42
Exhibit A

10. CONSENT AGENDA

10.A **Florida Department of Transportation (FDOT) Road Closure Permit Application**

Staff Contact: *Natalie Wilson, Special Events & Initiatives Coordinator, nwilson@mywinterhaven.com*

Summary - FDOT Road Closure Permit
MLK Parade Route Map

10.B **Theatre Winter Haven Use Agreement for the Ritz Theatre - Second Addendum**

Staff Contact: *Julie Adams, Director of Parks, Recreation & Culture, jadams@mywinterhaven.com*

Summary - Theatre Winter Haven Second Addendum to Use Agreement Ritz Theatre Property
Theatre Winter Haven Use Agreement
Theatre Winter Haven First Addendum to Use Agreement
Theatre Winter Haven Second Addendum to Use Agreement

10.C **Authorization for Travel & Training - Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee 2026 Meetings (Mercer)**

Staff Contact: *T. Michael Stavres, City Manager, mstavres@mywinterhaven.com*

Summary - 2026 CHNEP Policy Committee Meetings

10.D **CRA Board Seat 2 Reappointment**

Staff Contact: *Angie Hibbard, CRA Manager, ahibbard@mywinterhaven.com*

Summary - CRA Board Re-Appointment - Seat 2
Reappointment Letter - Dr. Threlkel (Seat 2)

10.E **Law Enforcement JAG23 Residual Grant Body Armor**

Staff Contact: *Gregory Goreck, Deputy Police Chief, ggoreck@mywinterhaven.com*

Summary - Law Enforcement JAG23 - Residual Grant Body Armor
Executable JAG23 Countywide Residual Grant WHPD Officer Safety Program

10.F **Purchasing of Drones and Holsters**

Staff Contact: *Donald Nunnery, Captain, dnunnery@mywinterhaven.com*

Summary - Purchasing of Drones and Holsters
Paddle Holsters - Lou's Police Distributors
Skydio R10 Drones - Axon Enterprise Inc.

10.G **East Winter Haven Aquifer Recharge and Wetland Restoration - Protected Species Habitat Evaluation**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - East Winter Haven Aquifer Recharge and Wetland Restoration -Protected Species Habitat Evaluation 1
East Winter Haven Protected Species Habitat Evaluation - Task Order 3
HGS, LLC Change Order #2 Authorization

11. RESOLUTION(S)

11.A **R-25-52 - Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 Foot wide north/south improved right of way consisting of the old West Lake Eloise Drive**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolutions R-25-52; R-25-54; R-25-55
Resolution R-25-52

11.B **R-25-53 - Naming an unnamed north/south running right-of-way generally located north of Old Lucerne Park Road and south of Greppen Pass, as platted by the Lake Lucerne Phase 6 Subdivision, as Greppen Pass**

Staff Contact: *Sean Byers, Planning Manager, sbyers@mywinterhaven.com*

Summary - Resolution R-25-53
R-25-53

11.C **R-25-54 - Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Pages 521 through 524, Public Records Polk County, Florida**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolutions R-25-52; R-25-54; R-25-55
Resolution R-25-54

11.D **R-25-55 - Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolutions R-25-52; R-25-54; R-25-55
Resolution - R-25-55

11.E **R-25-56 - Re-Naming of Winter Haven Tennis Center**

Staff Contact: *T. Michael Stavres, City Manager, mstavres@mywinterhaven.com*

Summary - Resolution R-25-56
Resolution R-25-56

11.F **R-25-57 - Affordable Housing Advisory Committee Reappointments**

Staff Contact: *Eric Labbe, Director of Economic Opportunity and Community Investment, elabbe@mywinterhaven.com*

Summary - Resolution R-25-57
Resolution R-25-57
AHAC reappointment forms 2025

11.G **R-25-58 - Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes**

Staff Contact: *Eric Labbe, Director of Economic Opportunity and Community Investment, elabbe@mywinterhaven.com*

Summary - Resolution R-25-58
Resolution R-25-58 (P3 - Parking Garage - Six Ten LLC)
R-25-58 Report of Public Comments Received
Downtown Strategic Parking and Mobility Master Plan

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

13.A **Certification of the December 2, 2025, City of Winter Haven Municipal Run-Off Election for Commission Seat No. 4**

Staff Contact: *Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

Summary - Certification of 2025 Run-Off Election
2025 Municipal Run-Off Election - Certificate of the City Canvassing Board (Seat No. 4)

13.B **Affordable Housing Incentive Strategies Report 2025**

Staff Contact: *Eric Labbe, Director of Economic Opportunity and Community Investment, elabbe@mywinterhaven.com*

Summary - Affordable Housing Incentive Strategies Report 2025
Affordable Housing Incentives Report 2025
Affidavit of Publication - Winter Haven Sun Notice of Public Meeting

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. 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.

DATE: November 6, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director
Sean Byers, Planning Manager

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-36:** Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres; and

Ordinance O-25-37: Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial- Highway (C-3) zoning district. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.

BACKGROUND

VMAR DEV, LLC and Cunningham Investors, LLC, petitioners, request the City amend the 2035 Future Land Use Map on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use, and rezone the same parcel and a portion of another parcel from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) zoning district. The subject property, totaling 46.21± acres, is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The subject property is currently subject to PUD Ordinance O-21-72. The parcel located north of Thompson Nursery Road is an open space tract in Villamar Phase 7 and the portion of a parcel located south of Thompson Nursery Road was intended to be Villamar Phase 8 and consist of 219 single family homes.

The petitioners propose to develop the property with commercial uses. Based on the requested Neighborhood Support Future Land Use designation, theoretically a maximum 503,118 square feet (46.21 acres x 0.25 FAR) of commercial could be developed on the site.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce and other state and local agencies is not required.

SURROUNDING USES

The subject property is located to the north and south of the Thompson Nursery Road realignment, which is an arterial road that, when completed in 2030/2031, will ultimately connect from Highway 27 to the intersection of Highway 17 and Highway 540. Additionally, the property is located at the intersection with Cunningham Road, which serves as a collector road between Thompson Nursery Road and County Road 653, and also approximately 1,000 feet west of Eloise Loop Road, which is also a collector road. Uses surrounding the subject property include Lake Grass and drainage and retention to the north; Lake Reed and the Terranova subdivision to the east; the Terranova and Villamar subdivisions to the south; and the Villamar subdivision to the west.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the maximum 503,118 square feet of commercial development.

Potable Water and Wastewater Utilities (as of September 30, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	3,149,000	110,686	3,038,314	2,159,100	879,214
Wastewater Plant 3	2,890,000	97,403	2,792,597	996,700	1,795,897

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The Thompson Nursery Road realignment project has portions built and additional portions expected to be under construction within three (3) to six (6) months. This project can be utilized when determining concurrency capacity; however, available trip counts have not been assigned to the realigned roadway at this time. The maximum projected PM Peak Hour trips for 503,118 square feet of commercial is 2,526 trips.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or

zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The requested Neighborhood Support Future Land Use is consistent with property's frontage on an arterial road and close proximity to intersections with collector roads. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its November 3, 2025 regular meeting, voted to recommend approval of these requests. Two members of the public spoke with concerns about traffic, flooding, and potential crime.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The proposed Neighborhood Support Future Land Use and C-3 zoning district is consistent with the subject property's frontage on an arterial road and close proximity to intersections with collector roads; and

- The City's 2035 Comprehensive Plan encourages commercial uses to focus into nodes centered around key intersections within the City. Further supporting this request is the presence of 1,792 residential units in the Villamar subdivision alone and presence of 1,000+ additional housing units within a short distance. The close proximity of these neighborhoods to this proposed development has the ability to reduce the number and the length of vehicle trips onto the surrounding roadway network through a more compact development pattern as advocated in the Comprehensive Plan's Transportation Element Objective 2.1; and

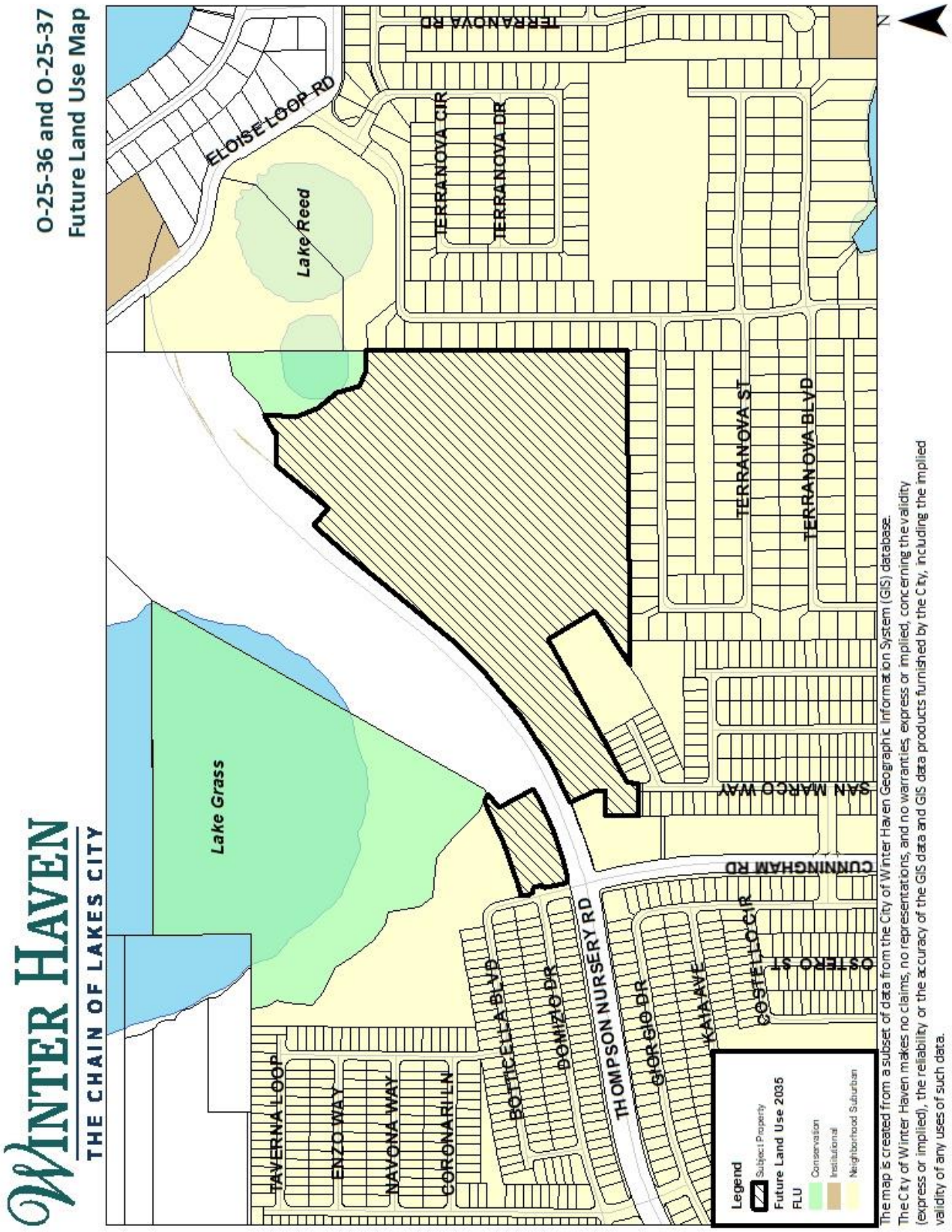
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

RECOMMENDATION

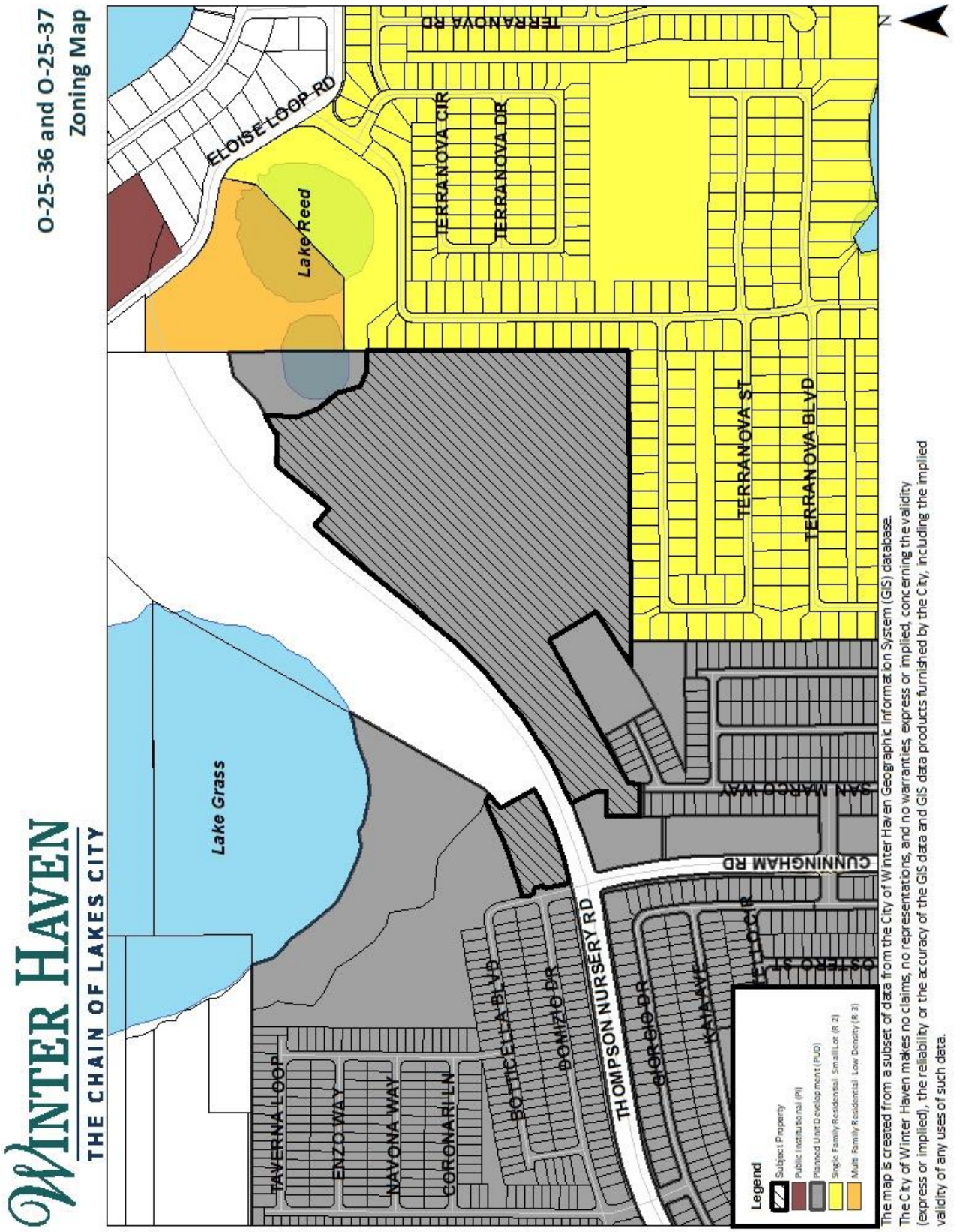
Staff recommends the City Commission approve Ordinances O-25-36 and O-25-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-25-36 (Future Land Use)
- Ordinance O-25-37 (Zoning)


O-25-36 and O-25-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
ELOISE LOOP RD
TERRANOVA RD
TERRANOVA CIR
TERRANOVA DR
Lake Reed
TERRANOVA ST
TERRANOVA BLVD
SAN MARCO WAY
CUNNINGHAM RD
Lake Grass
OSTERO ST
COSTELLO CIR
KAIA AVE
GIOR GIO DR
THOMPSON NURSERY RD
DOMIZIO DR
BOTTICELLA BLVD
TAVERNA LOOP
ENZO WAY
NAVONA WAY
CORONARI LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Neighborhood Suburban
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 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 uses of such data.

O-25-36 and O-25-37
Zoning Map



O-25-36 and O-25-37
Aerial Map



ORDINANCE NO. O-25-36

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON ONE (1) PARCEL AND A PORTION OF ANOTHER PARCEL FROM NEIGHBORHOOD SUBURBAN FUTURE LAND USE TO NEIGHBORHOOD SUPPORT FUTURE LAND USE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven.

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by re-designating the area as shown on Exhibit "A" from "Neighborhood Suburban" Future Land Use to "Neighborhood Support" Future Land Use; as classified by the City of Winter Haven's Future Land Use Element.

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.

3. All ordinances in conflict herewith are hereby repealed.

4. The administrative correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Division of Community Planning and Development, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____

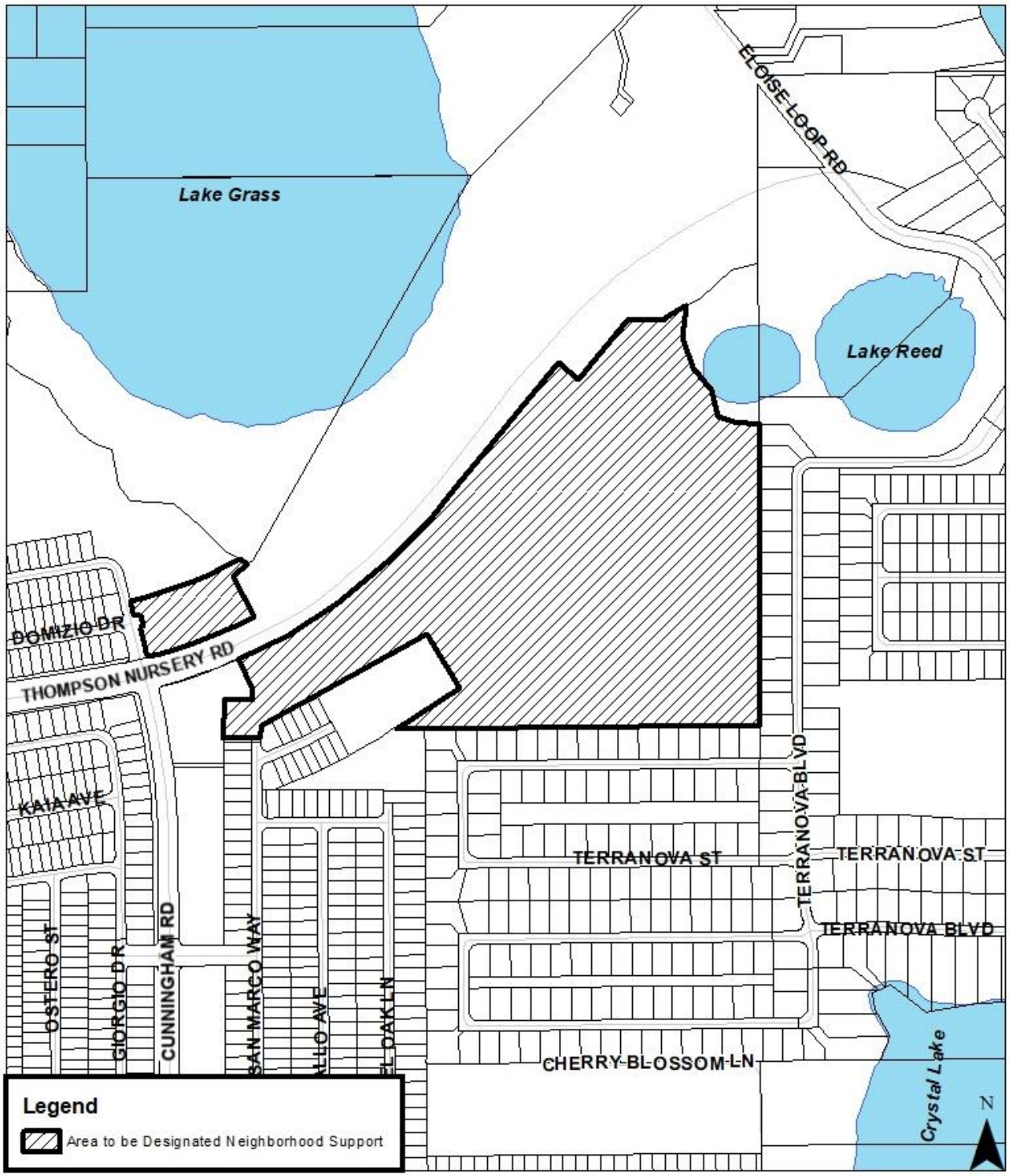
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


Lake Grass
ELOISE LOOP RD
Lake Reed
DOMIZIO DR
THOMPSON NURSERY RD
KAIA AVE
OSTERO ST
GIORGIO DR
CUNNINGHAM RD
SAN MARCO WAY
TERRANOVA ST
TERRANOVA BLVD
TERRANOVA ST
TERRANOVA BLVD
CHERRY BLOSSOM LN
Crystal Lake
N
Legend
Area to be Designated Neighborhood Support

DATE: November 6, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director
Sean Byers, Planning Manager

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-36:** Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres; and

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The petitioners propose to develop the property with commercial uses. Based on the requested Neighborhood Support Future Land Use designation, theoretically a maximum 503,118 square feet (46.21 acres x 0.25 FAR) of commercial could be developed on the site.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce and other state and local agencies is not required.

SURROUNDING USES

The subject property is located to the north and south of the Thompson Nursery Road realignment, which is an arterial road that, when completed in 2030/2031, will ultimately connect from Highway 27 to the intersection of Highway 17 and Highway 540. Additionally, the property is located at the intersection with Cunningham Road, which serves as a collector road between Thompson Nursery Road and County Road 653, and also approximately 1,000 feet west of Eloise Loop Road, which is also a collector road. Uses surrounding the subject property include Lake Grass and drainage and retention to the north; Lake Reed and the Terranova subdivision to the east; the Terranova and Villamar subdivisions to the south; and the Villamar subdivision to the west.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the maximum 503,118 square feet of commercial development.

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Measured in gallons per day (gpd)

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Wastewater Plant 3	2,890,000	97,403	2,792,597	996,700	1,795,897

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The Thompson Nursery Road realignment project has portions built and additional portions expected to be under construction within three (3) to six (6) months. This project can be utilized when determining concurrency capacity; however, available trip counts have not been assigned to the realigned roadway at this time. The maximum projected PM Peak Hour trips for 503,118 square feet of commercial is 2,526 trips.

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zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The requested Neighborhood Support Future Land Use is consistent with property's frontage on an arterial road and close proximity to intersections with collector roads. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its November 3, 2025 regular meeting, voted to recommend approval of these requests. Two members of the public spoke with concerns about traffic, flooding, and potential crime.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The proposed Neighborhood Support Future Land Use and C-3 zoning district is consistent with the subject property's frontage on an arterial road and close proximity to intersections with collector roads; and

- The City's 2035 Comprehensive Plan encourages commercial uses to focus into nodes centered around key intersections within the City. Further supporting this request is the presence of 1,792 residential units in the Villamar subdivision alone and presence of 1,000+ additional housing units within a short distance. The close proximity of these neighborhoods to this proposed development has the ability to reduce the number and the length of vehicle trips onto the surrounding roadway network through a more compact development pattern as advocated in the Comprehensive Plan's Transportation Element Objective 2.1; and

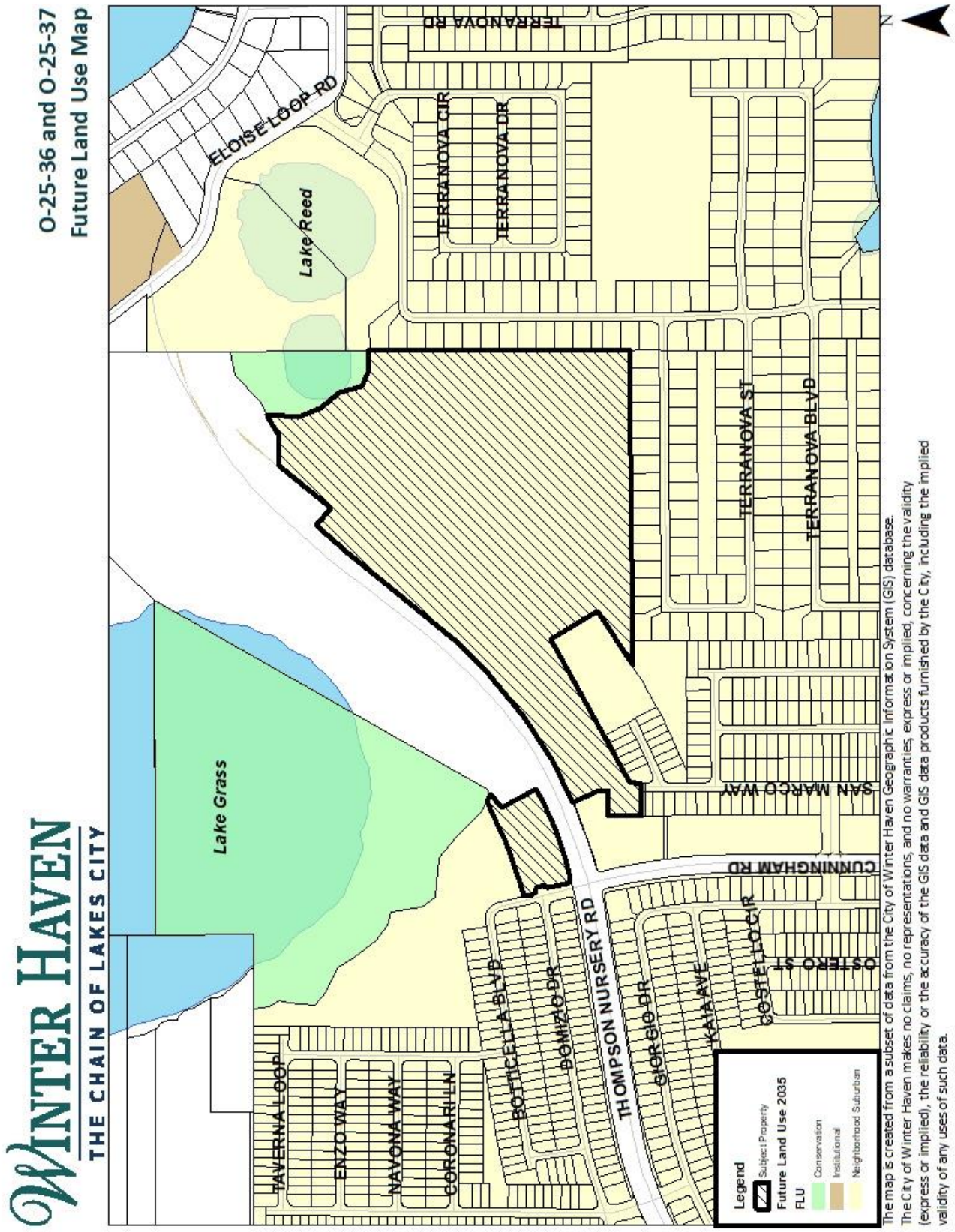
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

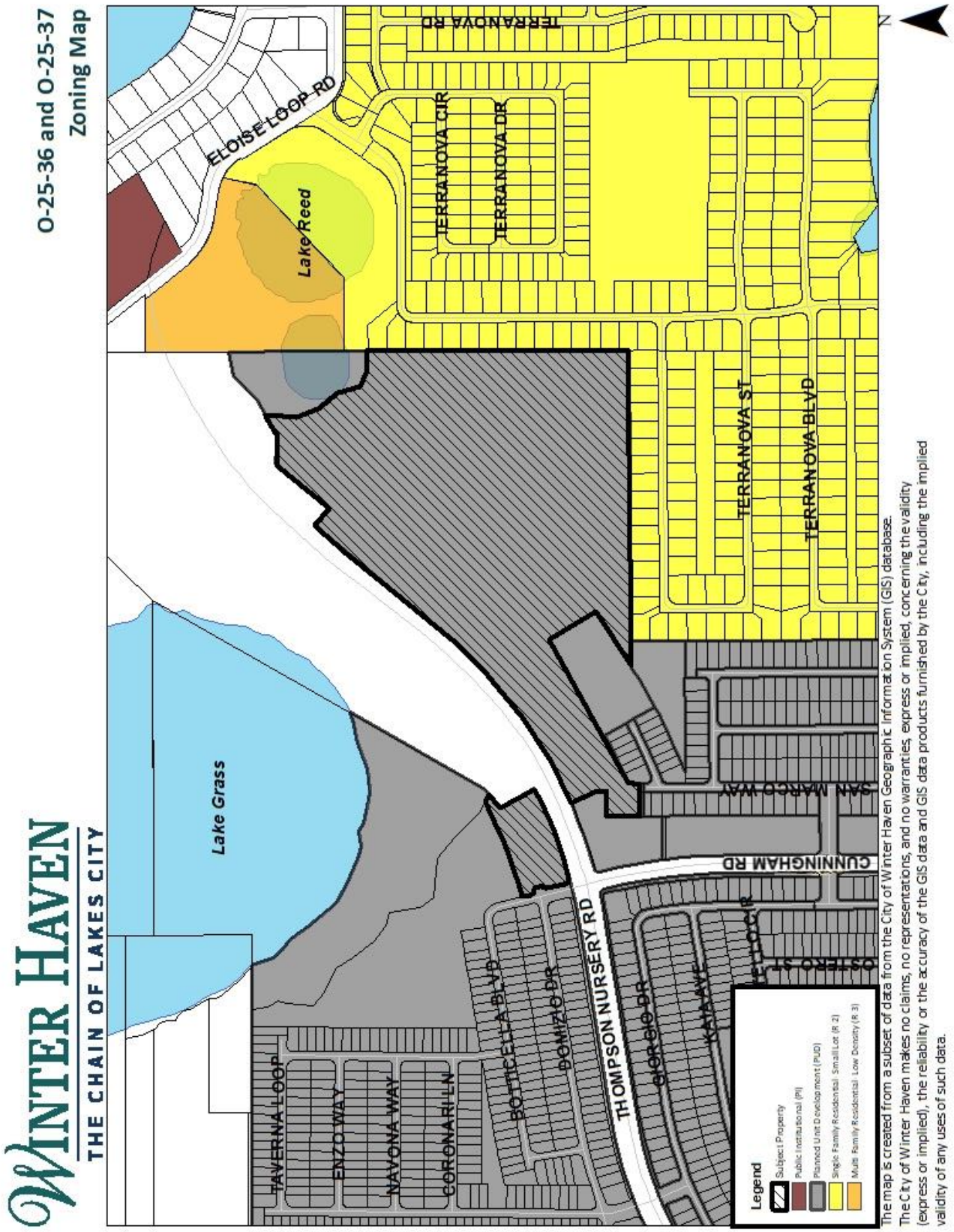
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-36 and O-25-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-25-36 (Future Land Use)
- Ordinance O-25-37 (Zoning)


O-25-36 and O-25-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
TERRANOVA RD
ELOISE LOOP RD
Lake Reed
TERRANOVA CIR
TERRANOVA DR
TERRANOVA ST
TERRANOVA BLVD
SAN MARCO WAY
CUNNINGHAM RD
Lake Grass
OSTERO ST
COSTELLO CIR
KAIA AVE
GIOR GIO DR
THOMPSON NURSERY RD
BOTTICELLA BLVD
DOMIZIO DR
TAVERNA LOOP
ENZO WAY
NAVONA WAY
CORONARI LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Neighborhood Suburban
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 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 uses of such data.


O-25-36 and O-25-37
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
ELOISE LOOP RD
TERRANOVA RD
TERRANOVA CIR
TERRANOVA DR
Lake Reed
TERRANOVA ST
TERRANOVA BLVD
Lake Grass
SAN MARCO WAY
CUNNINGHAM RD
OSTERO ST
KAIA AVE
GIORGIO DR
THOMPSON NURSERY RD
BOTTICELLA BLVD
DONIZIO DR
CORONARI LN
NAVONA WAY
ENZO WAY
TAVERNA LOOP
Legend
Subject Property
Public / Institutional (PI)
Planned Unit Development (PUD)
Single Family Residential Small Lot (R-2)
Multi Family Residential Low Density (R-3)
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 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 uses of such data.


O-25-36 and O-25-37
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
ELOISE LOOP RD
TERRANOVA RD
TERRANOVA CIR
TERRANOVA DR
TERRANOVA PL
TERRANOVA BLVD
Lake Reed
Lake Grass
SAN MARCO WAY
CUNNINGHAM RD
OSTERO ST
COURTLOCK DR
KAILA AVE
GIORGIO DR
THOMPSON NURSERY RD
DOMIZIO DR
BOTTICELLA BLVD
TAVERNA LOOP
ENZO WAY
NAVONA WAY
CORONARI LN
Legend
Subject Property
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 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 uses of such data.

ORDINANCE NO. O-25-37

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING ONE (1) PARCEL AND A PORTION OF ANOTHER PARCEL FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.)

WHEREAS, there has been a request to rezone the property depicted 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.

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) 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. The administrative correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-36; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

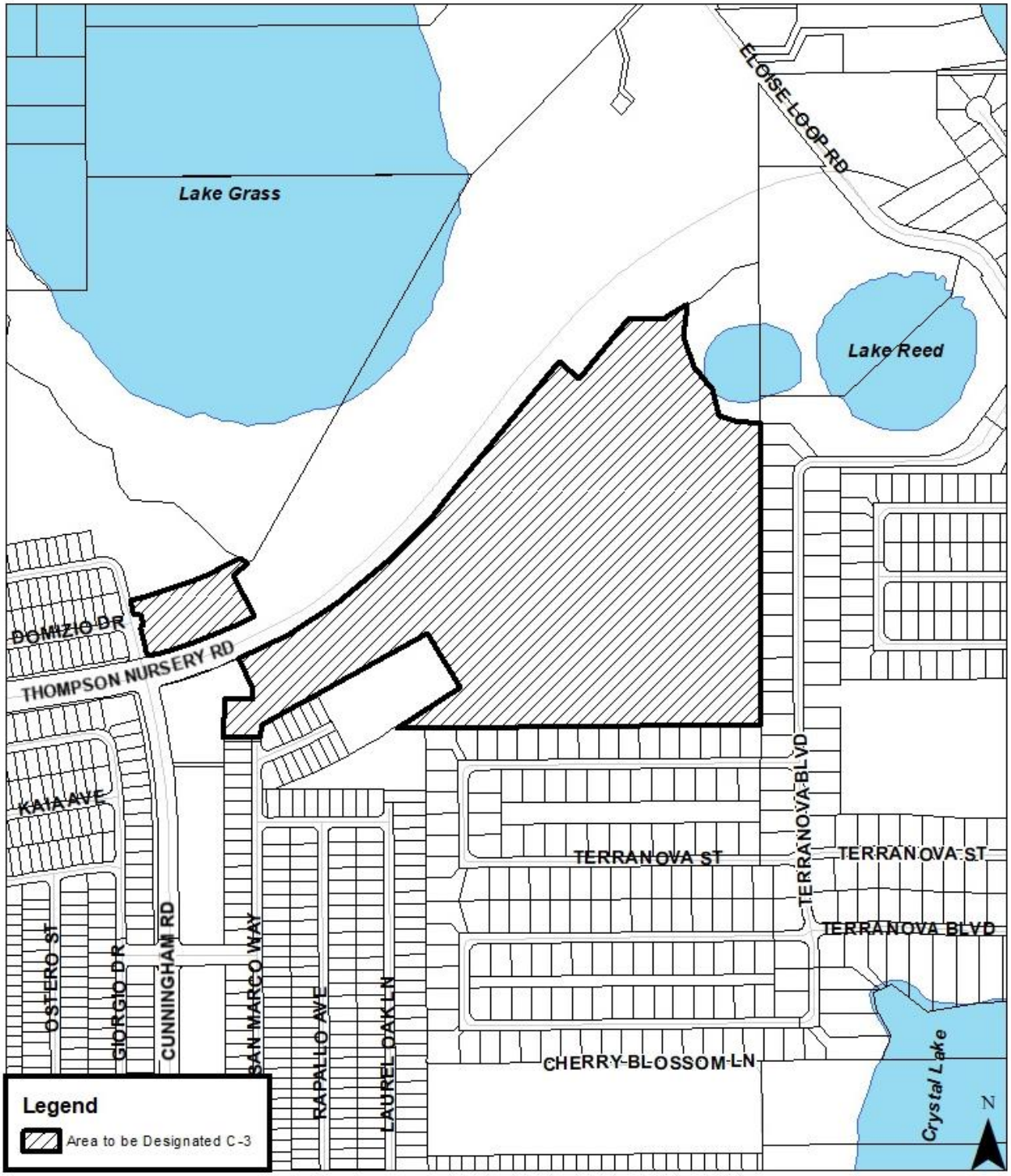
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


Lake Grass
ELOISE LOOP RD
Lake Reed
DOMIZIO DR
THOMPSON NURSERY RD
KAIA AVE
OSTERO ST
GIORGIO DR
CUNNINGHAM RD
SAN MARCO WAY
RAPALLO AVE
LAUREL OAK LN
TERRANOVA ST
TERRANOVA BLVD
TERRANOVA ST
TERRANOVA BLVD
CHERRY BLOSSOM LN
Crystal Lake
N
Legend
Area to be Designated C-3

DATE: October 30, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
Michael Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-39:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report.

BACKGROUND

In recent years, in response to the condominium building collapse in Surfside, the Florida Legislature passed legislation addressing the safety of condominium and cooperative association buildings. This focus on safety continued with the passage of House Bill 913 (HB 913) during the 2025 Legislative Session. HB 913 requires local governments to add language to their Code addressing structural repairs for condominium and cooperative association buildings within a specified timeframe.

To comply with requirements contained in HB 913, Section 5-24 will be added to Chapter 5 (Buildings and Building Regulations) of the Winter Haven Code of Ordinances. Section 5-24 will require those condominium and cooperative associations, which are required by law to perform milestone inspections, to schedule or commence repairs for substantial structural deterioration, within 365 days of the Building Official receiving a Phase Two Inspection Report.

A survey of the City found there are seven condominium or cooperative associations located in the City which are subject to milestone inspections (those containing buildings three or more habitable stories in height), which are required at 30 years of age and every ten years thereafter.

FINANCIAL IMPACT

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

This request makes an amendment to the Winter Haven Code of Ordinances in order to comply with applicable Florida law. In accordance with Section 166.041(4)(c)(1) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is an ordinance adopted in order to comply with applicable Florida law and not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Community Safety Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-39 and authorize the City Manager or his designee to take all necessary actions related to the implementation of same.

ATTACHMENT

- Ordinance O-25-39

ORDINANCE NO. O-25-39

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 5-24 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 553.889(3)(a), Florida Statutes (2025), states that "An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under" Chapter 718 of the Florida Statutes "or a residential cooperative under" Chapter 719 of the Florida Statutes "must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter"; and

WHEREAS, a milestone inspection consists of two phases, including a visual examination of habitable and nonhabitable areas and the major structural components of a building by a licensed architect or engineer authorized to practice in Florida and, if substantial structural deterioration is identified, destructive or nondestructive testing at the inspector's direction; and

WHEREAS, pursuant to Section 553.889(8), Florida Statutes (2025), "Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction"; and

WHEREAS, Section 4 of CS/CS/HB 913 (2025), Chapter 2025-175, Laws of Florida, codified at Section 553.889(11), Florida Statutes (2025), requires each municipal governing body in the State of Florida, including the City Commission of the City of Winter Haven, Florida, to adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to" Section 553.889, Florida Statutes, to "schedule or commence repairs for substantial structural deterioration within a specified timeframe after the City's building

official receives a phase two inspection report", provided that "such repairs must be commenced within 365 days after receiving such report"; and

WHEREAS, the City Commission of the City of Winter Haven desires to implement Section 553.889(11), Florida Statutes (2025), by adopting new Section 5-24 of the *Code of Ordinances of the City of Winter Haven, Florida* to require a condominium or cooperative association and any other owner that is subject to Section 553.889, Florida Statutes, to schedule or commence repairs for substantial structural deterioration within 365 days, which is the time allowed by general law; and

WHEREAS, the City Commission of the City of Winter Haven formally finds that the provisions of this ordinance, which concerns the post-construction safety of condominium and cooperative association buildings, does not impose more restrictive or burdensome regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, the City Commission of the City of Winter Haven further finds that the purpose of this ordinance is to comply with state law and, pursuant to Section 166.041(4)(c)1., Florida Statutes (2025), no business impact estimate is required to be prepared or posted prior to adoption.

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

Section 1. Findings.

The whereas clauses to this ordinance are found to be true by the City Commission, are incorporated herein by reference, and are made a part hereof.

Section 2. Creation of Section 5-24 of the Code of Ordinances.

Section 5-24 of the *Code of Ordinances of the City of Winter Haven, Florida* is hereby created to read as follows:

Sec. 5-24 - Condominium and cooperative association building safety.

A condominium or cooperative association and any other owner that is required by law to perform milestone inspections must schedule or commence repairs for substantial structural deterioration within 365 days after the building official receives a phase two inspection report.

Section 3. Conflicts.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Severability.

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

Section 5. Codification and Administrative Correction of Scrivener's Errors.

It is the intent of the City Commission that the provisions of Section 2 to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the City of Winter Haven, Florida*. Section 2 of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this Ordinance, *provided* that the City Commission requests for the codifer to make a State Law reference to "Milestone inspections for condominiums and cooperative associations; F.S. § 553.889" as a courtesy to readers and users of the code. Regardless of whether such inclusion in such codes is accomplished, sections of this ordinance may be renumbered or relettered and the correction of typographical or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED on First Reading this 24th day of November, 2025.

PASSED on Second Reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

Attest:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-40 an Ordinance Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND

The City of Winter Haven has received a bequest in the amount of $258,879.07 from the Estate of Velma Seawell Daniels, a long-time resident and supporter of the Winter Haven Public Library. Mrs. Daniels' generous gift reflects her lifelong commitment to literacy and the advancement of public library services in the community.

To properly record this contribution, the current fiscal year budget will be amended to reflect an increase in the City of Winter Haven Library Fund 'Other Contributions' Revenue account and make the funds available for library-related expenditures within the Library Fund.

FINANCIAL IMPACT

The City of Winter Haven Library Fund's Budget for Fiscal Year 2025-2026 will increase by $258,879.07. In accordance with Section 166.041 (4) (c) of the Florida Statutes as Ordinance O-25-40 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT:

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative/nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

Staff recommends that the City Commission adopt Ordinance O-25-40, amending the budget to recognize a contribution in the amount of $258,879.07 by increasing the Library Fund's Other Contributions revenue account (101-366201-000) offset by a corresponding increase to the Materials expenditure account (101-07-728-5220).

ATTACHMENTS

- Ordinance O-25-40
- Estate of Velma Seawell Daniels

ORDINANCE NO. O-25-40

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA, RECOGNIZING A CONTRIBUTION FROM THE ESTATE OF VELMA SEAWELL DANIELS IN THE AMOUNT OF TWO HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND SEVEN CENTS ($258,879.07) TO THE WINTER HAVEN PUBLIC LIBRARY; AMENDING ORDINANCE NO. O-25-29, ADOPTING THE CITY OF WINTER HAVEN BUDGET FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2025, the City Commission passed Ordinance O-25-29 adopting the Budget of the City of Winter Haven, Florida, Fiscal Year Commencing October 1, 2025, as the Official Budget of the City of Winter Haven, Florida, Fiscal Year 2025-2026; and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates, and

WHEREAS, the City of Winter Haven operates the Winter Haven Public Library to promote literacy, lifelong learning, and community enrichment; and

WHEREAS, the late Velma Seawell Daniels, a long-time resident and supporter of the Winter Haven Public Library, bequeathed the sum of Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Nine Dollars and Seven Cents ($258,879.07) to the City of Winter Haven for the benefit of the Library; and

WHEREAS, the City of Winter Haven acknowledges the generosity of Velma Seawell Daniels and wishes to recognize her contribution as a lasting investment in the educational and cultural advancement of the community; and

WHEREAS, the City Commission desires to amend the Fiscal Year 2025–2026 Budget to recognize the donation as revenue and to appropriate such funds for library-related purposes, including but not limited to programs, materials, technology, and facility enhancements.

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

1. The City of Winter Haven hereby formally recognizes and accepts the bequest from the Estate of Velma Seawell Daniels in the amount of Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Nine Dollars and Seven Cents ($258,879.07) to support the Winter Haven Public Library

2. The City's Fiscal Year 2025-2026 Budget is hereby amended as follows:

Revenue Account – Other Contributions 101-366201-000 $258,879.07

Expenditure Account - Materials 101-07-728-5220 $258,879.07

3. If any, word, sentence, clause, phrase or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

4. It is the intention of the City Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and that sections of this Ordinance may be renumbered or re-lettered and the administrative correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

5. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

IN THE CIRCUIT COURT FOR POLK COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No. 53-2024-CP-003889-0000-XX

VELMA SEAWELL DANIELS

Deceased.

PETITION FOR DISCHARGE

Petitioner, Eric B. Adamson, as personal representative of the above estate, alleges:

1. The decedent, Velma Seawell Daniels, a resident of Polk County, Florida, died on October 21, 2024, and Letters of Administration were issued to petitioner on December 2, 2024.

2. Petitioner files herewith either a Final Accounting containing a complete report of all cash and property transactions and of all receipts and disbursements since the commencement of administration of this estate, or since the date of the last accounting filed herein, if any, or waivers signed by all interested persons, other than petitioner, waiving the filing of a Final Accounting.

3. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

4. Petitioner has filed all required estate tax returns with the Internal Revenue Service and has obtained and filed with this court evidence of the satisfaction of this estate's obligations for federal estate taxes, if any.

5. The amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation, is set forth in Exhibit A attached hereto.

6. Petitioner has made or proposes to make distribution of the assets of this estate as reflected in the plan of distribution set forth in the schedule attached hereto as Exhibit B.

7. The only persons, other than petitioner, having an interest in this proceeding and

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

their respective addresses are:

NAME	ADDRESS
University of Florida	c/o John E. Knight, Esq. University of Florida Foundation, Inc. 1938 West University Avenue Gainesville, FL 32603
Winter Haven Public Library	c/o CJ Scott, CFO City of Winter Haven 551 Third St. NW Winter Haven, FL 33881
Turning Point for God	c/o Lisa Reschetnikow, Esq. Turning Point Ministries Foundation P. O. Box 14317 Scottsdale, AZ 85267-4317
Florida Baptist Children's Home, Inc.	1015 Sikes Boulevard Lakeland, FL 33815
Samaritan's Purse	c/o Jan Niblick PO Box 3000 Boone, NC 28607

8. Any objections to the Petition for Discharge, the Final Accounting, the compensation paid or proposed to be paid, or the proposed distribution of assets, must be filed and served within 30 days from the date of service of the last of the Petition for Discharge or Final Accounting. Within 90 days after filing of the objection, a notice of hearing thereon must be served, or the objection is abandoned.

9. Objections, if any, shall be in writing and shall state with particularity the item or items to which the objection is directed and the grounds on which the objection is based.

Petitioner requests that, after satisfactory proof has been presented that distribution has been made in accordance with the schedule of distribution and that claims of creditors have been paid or otherwise disposed of, an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any further liability on it.

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this _____ day of 10/3/2025, 2025.

/s/ Mark G. Turner
Mark G. Turner, Esquire
Attorney for Petitioner
Florida Bar Number: 794929
Straughn & Turner, P.A.
Post Office Box 2295
Winter Haven, Florida 33883-2295
Telephone: (863) 293-1184
Fax: (863) 293-3051
E-Mail: mturner@straughnturner.com
Secondary E-Mail: ahall@straughnturner.com

Signed by:
BC6E714318A44A9...
Eric B. Adamson
Petitioner

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

EXHIBIT A

The amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation:

Anglin Reichmann Armstrong, P.C. (Accounting firm)	$43,790.07
True Value Appraisal Services, Inc. (Real estate appraiser)	$500.00
Frazier & Deeter (Accounting firm)	$4,849.05
Eric B. Adamson (Personal Representative's fee per Section 733.617, Florida Statutes)	$40,992.72
Straughn & Turner, P.A. (Compensation of attorney for personal representative per Section 733.6171, Florida Statutes)	$40,992.72

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

EXHIBIT B

Plan of Distribution

Funds available for final distributions: $1,294,395.35

University of Florida	$258,879.07
Winter Haven Public Library	$258,879.07
Turning Point for God	$258,879.07
Florida Baptist Children's Home, Inc.	$258,879.07
Samaritan's Purse	$258,879.07

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-41 - Amending O-25-29 appropriating funds for Fiscal Year ending September 30, 2026

BACKGROUND

Pursuant to F.S. 166.241, the City Commission may amend the budget by ordinance to appropriate and expend funds that were not anticipated in the originally approved budget. Purchase order rollforwards represent contractual or encumbered obligations that were approved in Fiscal Year 2024-2025 but not fully expended by year-end.

In accordance with established accounting standards and budgetary control procedures, these encumbrances have been re-established in the Fiscal Year 2025–2026 budget to ensure proper accountability for prior year commitments. The total value of the rolled forward purchase orders affects current-year budget; however, this action does not constitute new spending. Rather, it reflects the continuation of previously approved obligations.

As a result of these rollforwards, adjustments to the Fiscal Year 2025–2026 budget are necessary to accurately reflect the remaining available funds after accounting for these commitments. Exhibit A provides a detailed listing of the outstanding encumbered purchase orders carried forward into the current fiscal year.

FINANCIAL IMPACT

The total budget amendment of $58,118,080.31 reflects outstanding encumbrances as of September 30, 2025. The amendment increases the current year's budget across various funds with corresponding funding from prior year's available fund balances. In accordance with Section 166.041(4)(c) of the Florida Statutes as Ordinance O-25-41 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.1 – Enhance fiscal communication via implementation and distribution of a Budget Book, Budget in Brief, Popular Annual Financial Report

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-41 authorizing a budget amendment to roll forward open purchase orders from Fiscal Year 2024-2025 to Fiscal Year 2025-2026.

ATTACHMENTS

- Ordinance O-25-41
- Exhibit A

ORDINANCE NO. O-25-41

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA RECOGNIZING THE ROLL FORWARD OF OPEN PURCHASE ORDERS FROM FISCAL YEAR 2024-2025 TO FISCAL YEAR 2025-2026; AMENDING ORDINANCE NO. O-25-29 APPROPRIATION OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven's prior fiscal year ended on September 30, 2025; and

WHEREAS, at the close of Fiscal Year 2024-2025, certain purchase orders remained open for projects, goods, and services authorized but not yet completed; and

WHEREAS, to maintain budgetary compliance and honor financial commitments, the encumbered funds associated with these open purchase orders will be re-appropriated in Fiscal Year 2025-2026; and

WHEREAS, Florida Statutes 166.241, provides that the City Commission may amend its budget by ordinance to appropriate and expend funds from a source not anticipated in the City's approved budget; and

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

1. The budget for the City of Winter Haven for the fiscal year 2025-26 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect encumbered purchase orders.

2. This Ordinance shall take effect immediately upon its passage.

INTRODUCED on first reading this 24th day of November 2025.

PASSED on second reading this 8th day of December 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit A

PURCHASE ORDER ROLL FORWARDS FROM FY 2025 TO FY 2026

Fund Name	Amount
001 - General Fund	$ 2,053,744.93
101 - Library Fund	76,990.42
105 - S.H.I.P. Fund	76,924.20
106 - Airport Fund	1,744,372.48
107 - Cemetery Fund	21,323.70
108 - CRA - Downtown Fund	466,053.62
109 - CRA - Florence Villa Fund	233,305.53
111 - Federal Building Fund	143.70
113 - Building / Permitting Fund	147,247.20
116 - Urban Forestry Fund	75,000.00
301 - Transportation Fund	5,116,680.23
305 - 2021 Bond - Capital Project Fund	5,297,272.90
306 - 2015 Construction Fund	9,353,865.42
401 - Solid Waste Fund	521,803.56
402 - Utility Fund	28,531,752.12
404 - Stormwater Fund	3,121,392.28
405 - Willowbrook Fund	142,875.40
501 - Internal Services Fund	1,035,552.98
502 - Motor Pool Fund	101,779.64
Total Purchase Order Roll Forwards	$ 58,118,080.31

2023-00000249	2 year Contract for Landscape Maintenance Intermodal Dr ROW/CSX	$16,220.84
	STAG Industries, LLC	
2023-00000253	Design, Permitting & CEI Services for Winter Haven-Haines City	31,264.22
	Dewberry Engineers Inc.	
2023-00000259	Project Management Assistance for Lake Elbert	4,382.50
	Carter and Kaye Engineering, LLC	
2023-00000261	Motor Oils & Lubricants - Annual Contract - Primary Vendor	27,299.10
	Palmdale Oil Company LLC	
2023-00000262	Motor Oils & Lubricants - Annual Contract - Secondary Vendor	23,728.58
	Tropic Oil Company	
2023-00000263	Lake Elbert Trail Project	60,156.64
	Cathcart Construction Co. - Florida LLC	
2024-00000004	Design,Permitting,CEI Svcs-Lk Ashton/CR 653 Reclaimed Water Main	43,240.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000020	Chain of Lakes Phase II - Final Design & Permitting Task Order	70,088.39
	Carter and Kaye Engineering, LLC	
2024-00000022	Parks, Recreation and Trails Master Plan	54,570.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000032	EAP services	2,770.00
	Behavioral Health Management Services, Inc.	
2024-00000066	Pro Robotic Athletic Field Line Painter	64,000.00
	Turf Tank	
2024-00000074	East Lake Howard Trail Corridor - Professional Services	12,582.50
	Florida Acquisition & Appraisal, Inc.	
2024-00000079	ITB-23-48 - Two Year Contract - General Contractor	390,230.61
	EVERETT WHITEHEAD & SON, INC.	
2024-00000080	ITB-23-48 - Two Year Contract - General Contractor	172,462.23
	WCM Construction & Roofing, LLC	
2024-00000088	Ice Machine, Water Fountain & Refrigeration Repairs & Replacemen	40,643.43
	Coolsys Light Commercial Solutions LLC	
2024-00000092	Rehabilitation & Repair of North Clarifier at WWTP #3	320,382.01
	MKI Services	
2024-00000111	Awarded RFP-23-43 Auditing Services FY2025 (Final End Contract)	123,107.50
	Mauldin & Jenkins, LLC	
2024-00000117	ONE Water Master Plan, Phase III	149,982.16

	Black & Veatch Corporation	
2024-00000138	Traffic Engineering and Planning Support Services	16,698.36
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000139	Motor Pool Road Improvements	5,372.80
	EVERETT WHITEHEAD & SON, INC.	
2024-00000150	ITB-23-48 - Two Year Contract - General Contractor	38,880.40
	EnviroBuild LLC	
2024-00000161	Risk & Resilience Assessments for Water Treatment Plants	13,521.50
	A2O Consulting LLC	
2024-00000176	S. Lake Howard Nature Park Expansion Design	38,268.78
	EVERETT WHITEHEAD & SON, INC.	
2024-00000178	Chain of Lakes Phase II - Demolition Task	55,000.00
	RODDA CONSTRUCTION, INC.	
2024-00000197	Consulting Services: As-Needed Hydraulic Modeling Services	41,750.00
	KMAC Consulting Services LLC	
2024-00000199	Contract Renewal 2 of 4 for Pest Control Services May-Sept 2024	135.00
	TNT POWER EXTERMINATORS INC DBA POWERX	
2024-00000202	Rowdy Gaines Pool Renovations - Filter Room	14,875.00
	RODDA CONSTRUCTION, INC.	
2024-00000232	Alert System - Primary Dispatch G2 FSA System	24,432.86
	Honeywell International Inc.	
2024-00000234	Design Criteria & Owner's Rep Professional Svcs for Water	824,305.80
	JONES EDMUNDS & ASSOCIATES, INC.	
2024-00000239	Guaranteed Max Price Amendment WHRCC & CMAR	4,469,367.31
	Collage Design and Construction Group Inc.	
2024-00000244	Landscape Ord. Updated/Urban Forest Mgmt Consolid	9,750.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000249	Utility Line Extension Design/Permitting for Utility	9,050.00
	Carter and Kaye Engineering, LLC	
2024-00000255	S. Lake Howard Dr – LAP – Project Support	26,155.00
	Carter and Kaye Engineering, LLC	
2024-00000261	Housing Rehab Program - General Contractor Services	37,946.00
	EnviroBuild LLC	
2024-00000276	design phase work for FS #5	5,297,272.90
	EVERETT WHITEHEAD & SON, INC.	
2024-00000281	HVAC Maintenance - 12 months	7,295.56
	Engineered Cooling Service LLC	
2024-00000283	COL Park Phase II, Park Elements	2,649,569.68
	RODDA CONSTRUCTION, INC.	
2024-00000287	Property acquisition services in the Florence Villa CRA	76,470.75
	Florida Acquisition & Appraisal, Inc.	
2024-00000289	Rehabilitation of LS 119 per ITB 24-25	799,318.00
	B & B UNDERGROUND CONSTRUCTION, INC.	
2024-00000293	2 year General contractor	56,089.40
	SEMCO CONSTRUCTION, INC.	
2024-00000304	Well Construction for Cypresswood & Pollard Rd WTF	3,823,976.65

	Southeast Drilling Services Inc.	
2024-00000305	Housing Rehab	13,797.00
	EnviroBuild LLC	
2024-00000306	FDOC Inmate Work Program	167,106.00
	DEPARTMENT OF CORRECTIONS	
2024-00000310	Purchase Lift Station Submersible Pump Materials	2,566.00
	XYLEM WATER SOLUTIONS U.S.A., INC.	
2024-00000329	Purchase Site Prep Materials	3,848.42
	FERGUSON ENTERPRISES, INC. #044	
2024-00000340	Purchase concrete materials	51,915.98
	CEMEX, INC.	
2024-00000347	Annexation Study for the City - Per the attached TO dated 9/17/2	22,474.00
	Calvin, Giordano & Associates, Inc.	
2024-00000348	First Street North Study - Per the attached TO dated 9/17/2024	47,568.00
	Calvin, Giordano & Associates, Inc.	
2024-00000360	FL Citrus Building HVAC Equipment Installation	316,069.98
	EMCOR Services	
2025-00000010	Professional Engineering Design Services for Crestwood Dr	57,175.20
	Carter and Kaye Engineering, LLC	
2025-00000011	5 year lease for 12 units for Reuben Williams Sports Complex & T	22,464.00
	Big Belly Solar LLC	
2025-00000015	HVAC 2 Year Contract - Year 2of 2	88,362.79
	Engineered Cooling Service LLC	
2025-00000016	Annual Restroom Cleaning Contract	44,000.00
	A1 Extreme Cleaning LLC	
2025-00000024	Chemicals - Contract - Glycerin/Supplemental Carbon Source	88,037.53
	ENVIRONMENTAL OPERATING SOLUTIONS	
2025-00000028	CoolSys Preventive Maintenance Agreement	19,065.75
	Coolsys Light Commercial Solutions LLC	
2025-00000030	Purchase electrical lighting fixture materials	25,320.00
	Anixter Power Solutions, LLC	
2025-00000031	Rowdy Gaines Pool Renovation	3,177.29
	RODDA CONSTRUCTION, INC.	
2025-00000032	Rowdy Gaines Pool Limited Construction Oversite	21,276.50
	Wright - Pierce, Inc.	
2025-00000037	Furnish Electrical Switchgear Materials	5,300.56
	CED/RAYBRO ELECTRIC SUPPLIES	
2025-00000038	Chemicals - Annual Contract Renewal 2 of 4 - Sodium Bisulfite	121,763.06
	THATCHER CHEMICAL OF FLORIDA	
2025-00000039	Consultant-One Water Consulting Services: Federal, State	4,174.00
	David Taine Rathke	
2025-00000051	Funding Scan and Grant Program Development	34,351.54
	WSP USA Inc.	
2025-00000056	Software-Renewal of Oracle Prime Projects Enterprise	13,466.02
	Oracle America, Inc.	
2025-00000061	1-2025 F350 CRANE TRUCK, 3-F350 REGULAR CAB1-F150 SUPER CREW	524,560.38
	DUVAL FORD	
2025-00000068	Lab Tests - Lab Analysis Services for Water and Wastewater	20,393.00
	BENCHMARK ENVIROANALYTICAL, INC.	
2025-00000069	DOT Pond Final Design & Construction Plans for Initial Phase	80,609.52
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000074	Roosevelt Drive Complete Street Project	21,010.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000078	Purchase ready-mix concrete	280.75
	Argos North America Corp	

2025-00000084	1150 WHG LLC Utility Connection Fee Reimbursements 1150 WHG LLC	385,396.20
2025-00000088	task order for Station 2 envelope hardening project Carter and Kaye Engineering, LLC	4,372.50
2025-00000094	2024/2025 Dumpster and Container reconditioning GT SUPPLIES, INC.	7,729.84
2025-00000099	Industrial Pretreatment Surcharge Rate Evaluation JONES EDMUNDS & ASSOCIATES, INC.	17,022.50
2025-00000123	WHRCC History Project BLACK OAK INDUSTRIES, INC.	48,550.00
2025-00000136	Soofa Signs Outdoor Digital Boards Soofa	12,000.00
2025-00000139	Chemicals - Contract Renewal 2 of 4 - Sodium Hypochlorite ALLIED UNIVERSAL CORPORATION	629,495.48
2025-00000141	Tree planting/care & Maintenance Evolve Contracting Inc.	75,000.00
2025-00000143	Roosevelt Dr Utility Upgrades and Relocations KIMLEY-HORN AND ASSOCIATES, INC.	28,500.00
2025-00000144	Airport Backup Power Generators Design and Engineering HANSON PROFESSIONAL SERVICES, INC.	799.62
2025-00000145	E Winter Haven Aquifer Recharge & Wetlands Restoration HGS, LLC	578,492.40
2025-00000146	Transcription Services Officemotive, Inc.	10,500.00
2025-00000150	Owner Direct Purchase of Sewer By-Pass Pumps for LS 119 & 191 XYLEM DEWATERING SOLUTIONS, INC..	145,784.80
2025-00000154	Chemicals - Contract Renewal 4 of 4 - Cationic Polymer Polydyne, Inc.	43,050.00
2025-00000155	Annual Contract - WTP/WWTP Lawn Maintenance - Renewal 2 of 4 Holley Land Services, Inc.	47,760.00
2025-00000162	Byrne Software Purchase Byrne Software Technologies, Inc.	97,228.50
2025-00000164	Selectron Software Purchase Selectron Technologies, Inc.	49,875.00
2025-00000165	Airport Remote Digital Tower Equipment Design Frequentis USA, Inc.	343,901.20
2025-00000170	Federal Level Funding Advocacy Contract Ballard Partners, Inc.	50,000.00
2025-00000171	Municipal Impact Fee Study w/ addition services RAFTELIS FINANCIAL CONSULTANTS, INC.	1,000.33
2025-00000172	Water Resource Facility at Pollard Rd & WWTP #2 Abandonment Wharton-Smith, Inc.	10,089,643.15
2025-00000173	Purchase hollow metal and wood doors SUPERIOR HARDWARE PRODUCTS	38,000.00
2025-00000177	Preliminary Design for Utility Adj-PC #5400203 Thompson Nursery KIMLEY-HORN AND ASSOCIATES, INC.	9,644.35
2025-00000182	Furnish lift station bypass pump XYLEM DEWATERING SOLUTIONS, INC..	9,998.57
2025-00000183	Furnish electrical materials WORLD ELECTRIC SUPPLY, INC.	212.67
2025-00000185	Disater Relief Consulting Services - FEMA Grant Assistance Greenbriar Global Consulting LLC	16,422.45
2025-00000190	Pedestrian Bridge Infrastructure Improvements Metalizing Technical Services LLC	218,617.36
2025-00000191	Carillon Bell Tower	135,210.00

	The Verdin Company	
2025-00000193	Stormwater System Inspection and Evaluation Services	8,237.50
	Carter and Kaye Engineering, LLC	
2025-00000195	WHRCC Owners Rep Services	25,765.00
	Carter and Kaye Engineering, LLC	
2025-00000196	Medical Services 2 year contract 9/23-8/25	63,031.66
	OCCUPATIONAL HEALTH CENTER, INC.	
2025-00000200	Purchase framing and drywall materials	44,013.40
	Foundation Building Materials LLC	
2025-00000202	Purchase Roofing Materials	33,803.86
	Duro-Last	
2025-00000207	Airport Beacon Replacement	759.94
	HANSON PROFESSIONAL SERVICES, INC.	
2025-00000214	1- 2026 AUTOCAR ACX64 WITH NEW WAY SIDEWINDER REFUSE BODY	441,991.50
	Florida Kenworth, LLC	
2025-00000215	Chemicals - Contract Renewal 3 of 4, Alum per ITB 21-22	103,333.89
	C&S CHEMICALS, INC.	
2025-00000220	Airport Mowing Renewal 5 of 5 of Annual Contract Per ITB-20-18	49,750.00
	CROPLAND SERVICES	
2025-00000224	Consulting for Transportation/Mobility Impact Fee Study	9,600.00
	RAFTELIS FINANCIAL CONSULTANTS, INC.	
2025-00000230	N. Lake Shipp Dr. Grant Administration	48,102.66
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000231	Preliminary Design for Utility Relocations along Cooley Road	36,963.02
	AtkinsRealis USA Inc.	
2025-00000233	Bio-Solids Hauling Contract per ITB-25-16	758,086.14
	Republic Services of Florida, LP	
2025-00000243	Sheila Torrey -Rehabilitation	25,181.20
	EnviroBuild LLC	
2025-00000245	2025 General Utility Consulting Services	49,637.75
	RAFTELIS FINANCIAL CONSULTANTS, INC.	
2025-00000248	Purchase of 1500 R900 2ft External Antennas for AMI Meters	14,462.50
	FERGUSON ENTERPRISES, INC. #044	
2025-00000253	Annual Water Use Permit Monitoring Support, EMP Analysis Report	49,974.00
	Black & Veatch Corporation	
2025-00000255	Guaranteed Max Price Amendment Willowbrook	151,297.61
	EVERETT WHITEHEAD & SON, INC.	
2025-00000256	Airport Obstructions Clearing Design, Bid & Construction Service	260,462.92
	HANSON PROFESSIONAL SERVICES, INC.	
2025-00000261	Purchase Irrigation Parts	937.91
	WESCO TURF, INC.	
2025-00000262	Purchase rootzone mix materials	4,352.48
	GOLF AGRONOMICS SUPPLY & HANDLING	
2025-00000263	Fire Extinguisher Service City Wide	6,417.14
	Haines City Fire Extinguisher Service Inc.	
2025-00000267	DPR Mobile Bench Scale Design	30,000.00
	JONES EDMUNDS & ASSOCIATES, INC.	
2025-00000268	2025 Risk & Resilience Assessment Update	48,900.00
	A2O Consulting LLC	
2025-00000272	Replacement Pump for LS 185 (2nd pump) and 1 spare LS pump	25,806.60
	XYLEM WATER SOLUTIONS U.S.A., INC.	
2025-00000275	Aquatic Vegetation Control and Maintenance	35,050.00
	APPLIED AQUATIC MANAGEMENT, INC.	
2025-00000277	WWTP #2 Lift Station Emergency Bypass Pump	80,264.43
	XYLEM DEWATERING SOLUTIONS, INC..	

2025-00000285	RFQ 24-38 Design build renovation old FS1 EVERETT WHITEHEAD & SON, INC.	73,072.17
2025-00000287	Purchase Playground Equipment REP SERVICES, INC.	187,659.00
2025-00000290	Fairfax Water Treatment Plant Renovations EVERETT WHITEHEAD & SON, INC.	45,568.10
2025-00000292	Purchase interior furniture for WHRCC STRAUGHN TROUT ARCHITECTS, LLC.	49,874.57
2025-00000298	Repairs to Effluent Pump #3 at WWTP #3 Coastal Pump & Equipment, Inc.	53,030.83
2025-00000299	CRA Residential Rehab Work EnviroBuild LLC	29.77
2025-00000300	Custodial Services Public Works - 2nd Year Supreme Maintenance Organization, Inc.	8,840.00
2025-00000301	Dry Clean of Uniforms for the PD DRY CLEAN AMERICA SUPER CENTER	4,055.73
2025-00000303	Aquatics WHRCC Chemical Solutions - Sodium Hypochlorite ALLIED UNIVERSAL CORPORATION	5,078.64
2025-00000306	CR653 Reclaimed Water Transmission Main Extension per ITB 25-23 INSITUFORM TECHNOLOGIES	2,162,474.30
2025-00000307	Drinking Water Asset Management Plan JONES EDMUNDS & ASSOCIATES, INC.	75,175.75
2025-00000308	Purchase of Four (4) New 20 Yard Lined Biosolids Dumpsters Republic Services of Florida, LP	57,371.48
2025-00000309	Facility Management Support Consultant Katigon Consult, LLC	36,856.43
2025-00000310	Replacement Pump for LS 108 XYLEM WATER SOLUTIONS U.S.A., INC.	15,564.60
2025-00000313	Quiet Zone Construction Phase KIMLEY-HORN AND ASSOCIATES, INC.	36,515.00
2025-00000317	CRA Residential Rehab Work EnviroBuild LLC	43,547.13
2025-00000318	Water Dept Facilities Master Plan & Extension of Staff Funding Hale Innovation LLC	51,877.50
2025-00000320	Replacement Pump for LS 113 BARNEY'S PUMPS, INC.	19,598.00
2025-00000322	3rd Street Water Treatment Plant Emergency Generator JONES EDMUNDS & ASSOCIATES, INC.	12,217.60
2025-00000324	Library furniture via piggyback on ITB2204110 LIBRARY INTERIORS OF FL, INC.	76,750.92
2025-00000333	Lake Maude Nature Park Restoration Clearing Work APPLIED AQUATIC MANAGEMENT, INC.	43,850.00
2025-00000335	Purchase of Materials/Fittings for Eight (8) In-House LS Rehabs FERGUSON ENTERPRISES, INC. #044	18,199.08
2025-00000336	Fieldhouse HVAC Service 1 Year Agreement Engineered Cooling Service LLC	36,000.00
2025-00000337	Replacement Pump for LS 195 XYLEM WATER SOLUTIONS U.S.A., INC.	22,303.80
2025-00000338	Wetland Property Survey (Located: Hwy 17N & US 92W) Pennoni Associates Inc.	19,600.00
2025-00000339	Public Rights-of-Way, Parks & Trails- 2 Year Contract ESB Light LLC	370,640.00
2025-00000340	Public Rights-of-Way, Parks & Trails- 2 Year Contract STAG Industries, LLC	161,930.00
2025-00000341	Fleet Division Overhead Airline Replacement	48,995.00

	Napa Auto Parts	
2025-00000343	Replacement Pumps for LS 120/LS 179/LS 152 & Repair Spare XYLEM WATER SOLUTIONS U.S.A., INC.	72,470.99
2025-00000344	Lake Elbert Trail Project Big Bellies Trash Cans Big Belly Solar LLC	26,443.00
2025-00000345	Lake Elbert Mid Block Pedestrian Solar Push Button Assemblies TEMPLE, INC.	49,760.00
2025-00000346	Construction Administration Assistance for LS 119 Reconstruction Carter and Kaye Engineering, LLC	14,533.75
2025-00000347	Emergency PO for Hydraulic Fluid clean up services A-C-T Environmental	10,984.94
2025-00000348	Materials/Fittings for Reclaim Bypass to WWTP #2-PH II & III FERGUSON ENTERPRISES, INC. #044	220,354.85
2025-00000349	AMI Infrastructure Installation Services per ITB 25-31 (Re-Bid) Tower Systems, Inc.	234,177.44
2025-00000350	Utility Extensions to WH Water Admin Building per ITB 25-32 TUCKER PAVING, INC.	1,107,737.73
2025-00000351	Logistics Parkway Extension, Roadway & Utility Construction KIMLEY-HORN AND ASSOCIATES, INC.	248,764.65
2025-00000352	City Wide Pressure Washing Kept Companies, Inc.	11,815.00
2025-00000354	Hale Innovation Grant Funding Services Hale Innovation LLC	20,000.00
2025-00000357	Purchase fitness equipment for WHRCC Fitrev Inc.	134,869.95
2025-00000358	Purchase artificial turf materials Challenger Turf, Inc.	121,384.50
2025-00000359	Repairs to Inwood and 3rd St Water Treatment Plants EVERETT WHITEHEAD & SON, INC.	15,749.00
2025-00000360	UKG READY TIME & UKG READY HR Subscription Bundle Kronos SaaShr, Inc.	71,554.32
2025-00000361	Airport Master Plan Update HANSON PROFESSIONAL SERVICES, INC.	652,053.00
2025-00000362	Airport Backup Generators Installation and Beacon Replacement Comp Environmental, Inc.	435,200.00
2025-00000366	Phase One DiamondPlex Softball Improvements EVERETT WHITEHEAD & SON, INC.	937,858.25
2025-00000367	Phase One Pickleball Complex EVERETT WHITEHEAD & SON, INC.	100,000.00
2025-00000369	Managed Aquifer Recharge Well at Bradco Southeast Drilling Services Inc.	4,498,200.00
2025-00000371	FDEP Permit Modification & Technical Specification Services JONES EDMUNDS & ASSOCIATES, INC.	49,500.00
2025-00000373	RDK Truck Rentals for Residential RDK Assets LLC	34,000.00
2025-00000375	Rueben Williams Commercial Fence EnviroBuild LLC	24,279.00
2025-00000376	Grounds Renovation to Reuse and Irrigation EnviroBuild LLC	31,579.00
2025-00000377	Garden Center Kitchen Renovation EVERETT WHITEHEAD & SON, INC.	30,885.00
2025-00000378	Nora Mayo Hall Lobby-Restroom Enhancements EVERETT WHITEHEAD & SON, INC.	21,644.00
2025-00000379	Sertoma Football Storage Shed EVERETT WHITEHEAD & SON, INC.	156,184.00

2025-00000382	Disaster Consulting Services Disaster Program & Operations, Inc.	46,550.00
2025-00000383	FY24/25 Double Microsurfacing Asphalt Paving Systems, Inc.	665,231.78
2025-00000384	Logistics Parkway/Pollard Rd. Extension -Phase 1 Construction TUCKER PAVING, INC.	1,000,000.00
2025-00000385	Motor Pool Road Improvements EVERETT WHITEHEAD & SON, INC.	3,104,031.00
2025-00000386	S.Lake Howard Nature Park Expansion EVERETT WHITEHEAD & SON, INC.	2,970,474.00
	Total Purchase Orders	$58,118,080.31

Number of Purchase Orders: 214

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-42 - Amending O-24-44 (Fiscal Year 2024-2025) appropriating funds for Fiscal Year ending September 30, 2025

BACKGROUND

Pursuant to F.S. 166.241, the City may amend its budget within 60 days of the fiscal year-end. As part of review for fiscal year 2024-2025, staff evaluated project expenditures to ensure adequate budget authorization existed within the fiscal year in which the costs were incurred. During this process, it was determined that several projects required budget adjustments to fully fund expenditures.

These amendments (Exhibit A) are necessary to align budgetary expenditures with actual activity and to maintain compliance with Government Accounting Standards Board (GASB) requirements and the City's financial policies. These changes correct budgetary shortfalls identified during the year-end closeout process and ensure the City's records accurately reflect authorized and expended funds.

FINANCIAL IMPACT

All budget amendments pertain to the prior fiscal year and are limited to the reallocation of existing resources within and between funds. No new or additional funding is required, and there is no financial impact to the current fiscal year's operations. In accordance with Section 166.041 4 (c) of the Florida Statutes as Ordinance O-25-42 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.1 – Enhance fiscal communication via implementation and distribution of a Budget Book, Budget in Brief, Popular Annual Financial Report

RECOMMENDATION

Staff recommends passage of Ordinance O-25-42 which authorizes and approves the subject budget amendments to the prior fiscal year budget to ensure compliance with financial reporting requirements and to accurately reflect project expenditures completed within fiscal year 2024-2025.

ATTACHMENTS

- Ordinance O-25-42
- Exhibit A

ORDINANCE NO. O-25-42

AN ORDINANCE AMENDING ORDINANCE NO. O-24-44 APPROPRIATION OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates; and

WHEREAS, departmental budgets shall not exceed their appropriations;

WHEREAS, Florida Statutes 166.241, provides that the City Commission may amend its budget by ordinance to appropriate and expend funds within the City's approved budget; and

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

1. The budget for the City of Winter Haven for the fiscal year 2024-25 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect budgetary expenditures with actual activity.

2. This Ordinance shall take effect immediately upon its passage.

INTRODUCED on first reading this 24th day of November 2025.

PASSED on second reading this 8th day of December 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

EXHIBIT A
BUDGET AMENDMENTS FOR FY 2024-2025

			Budget	
			Expenditure	**Revenue**
1	**Transfer Logistics Parkway from W&S to Transportation Fund**			
	Transportation Fund			
	301.80.205.6301.GEN.2612	Transportation Fund - Logistics Parkway	1,000,000	
	301.381000.402	Transfer from W&S - Revenue		1,000,000
	W&S Fund			
	402.08.316.6301	Other Capital Projects	(1,000,000)	
	402.80-969-9159	Transfer to Transportation Fund	1,000,000	

The City Commission approved the Logistics Parkway Extension Phase 1 project and awarded the construction contract to Tucker Paving on September 10, 2025. The FY 2024-2025 budget includes funding for the utility construction component within the Utility Fund – Wastewater Treatment Plant #3. To consolidate all project-related costs within a single fund, it is requested that the Utility funds be transferred to the Transportation Fund.

2	**South Lake Howard Nature Park**			
	Stormwater Fund			
	404.08.300.6313	Stormwater SLHNP Exp	1,360,905	
	404.381000.114	Transfer from Impact Fee Fund Revenue		1,090,695
	404.381000.001	Transfer from General Fund CSX Contribution Funds		200,000
	404.381000.001	Transfer from General Fund Sidewalk		70,210
		Total Budget Amend	1,360,905	1,360,905
	Impact Fee Fund			
	114.80.960.9111	Impact Fee Fund Parks & Rec xfer Stormwater	1,090,695	
	General Fund			
	001.80.928.9111	Transfer to Stormwater - CSX Contribution	200,000	
	001.80.928.9111	Transfer to Stormwater - In Lieu of Sidewalk Fees	70,210	

On August 14, 2025, the City Commission approved the Guaranteed Maximum Price Amendment with Whitehead Construction for the South Lake Howard Nature Park (SLHNP) Expansion – Phase II. To ensure proper funding and consolidate all project costs within a single fund, a budget amendment transferring funds from the Impact Fee Fund and General Fund to the Stormwater Fund is requested.

3 Motor Pool Project Amendment 1

Transportation Fund			
301.80.205.6301	Motor Pool Road Project	1,299,116	
301.80.205.4605	Reclass for TIP account		300,000
301.381000.404	Transfer from Stormwater		424,116
301.381000.114	Transfer from Park Impact Fee Fund		200,000
301.381000.001	Transfer from General Fund - Streets sidewalks		50,000
301.381000.001	Transfer from General Fund - traffic materials		50,000
301.381000.001	Transfer from General Fund -Contractual Services		138,816
301.381000.001	Transfer from General Fund -Contractual Services		61,184
301.381000.406	Transfer from Dark Fiber Fund		75,000
		1,299,116	1,299,116
Stormwater			
404.80.969.9159	Transfer to Transportation Fund	424,116	
Impact Fee Fund			
114.80.960.9159	Transfer to Transportation Fund - Parks & Rec Fees	200,000	
General Fund - Streets			
001.80.928.9159	Streets Transfer to Transportation Fund	300,000	
001.09.401.5300	Streets - Sidewalks	(50,000)	
001.09.401.5303	Streets - Traffic Materials	(50,000)	
001.09.401.3404	Streets - Contractual Services	(138,816)	
001.09.401.6312	Streets - Signal and Lighting	(61,184)	
Dark Fiber			
406.80.971.9159	Transfer to Transportation Fund	75,000	
406.80.971.6301	Dark Fiber Other Capital Projects	(75,000)	

On August 14, 2025, the City Commission approved the Guaranteed Maximum Price Amendment with Whitehead Construction for the Motor Pool Road Corridor Pedestrian and Vehicular Improvements project. To consolidate project costs within a single fund, and expedite the purchase order process, a budget amendment is requested to transfer various funding sources to the Transportation Fund.

4 Lake Elbert Crosswalk Beacons

Construction Fund			
306.80.413.6239	Lake Elbert Connections Trail	49,760	
306.38100.114	Transfer From Impact Fee Fund		49,760
Impact Fee Fund			
114-80-960-9196	Transfer to Construction Fund	49,760	

Lake Elbert Trail is a new loop around Lake Elbert. To enhance the safety and access to the trail facility and associated park amenities located along the Trail, the City installed solar power, pedestrian push button rapid fire beacon lights. To consolidate project-related costs within a single fund, it is requested that budgeted Impact Fee funds be transferred to the Construction Fund to support the acquisition and installation of beacon lights.

5 WHRCC Mabe AV

Construction Fund			
306.80.413.6225	WHRCC Improvements	100,000	
306.381000.109	Transfer from Florence Villa CRA		100,000
Florence Villa CRA			
109.80.958.9196	Transfer to Construction Fund	100,000	
109.10.214.6301	Other Capital Improvements	(100,000)	

The Florence Villa CRA provided funding to upgrade the audio, video, and lighting services for the new WHRCC facility. The budget amendment reflects the appropriate funding.

DATE: November 21, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Julie Adams, Parks Recreation & Culture Department
Natalie Wilson, Special Events & Initiatives Coordinator

SUBJECT: Florida Department of Transportation Road Closure Permit Application

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BACKGROUND

The Florida Department of Transportation (FDOT) requires a Request for Temporary Closing/Special Use of State Road Form to be submitted along with a map and documenting City Commission action approving the requested closure.

The Martin Luther King Jr. Parade Commission will host the annual 47th Dr. Martin Luther King Jr. Parade on Saturday, January 17, 2026. The parade will begin at the Rueben Williams Sports Complex and proceed as follows: traveling north on Lake Maude Drive to MLK Boulevard, head westbound on MLK Blvd to 1st St, turning south on 1st St/Lake Silver Drive, then heading west on South Lake Silver Drive, and concluding at MLK Park. This route requires closures of all traffic on Lake Maude Dr., MLK Boulevard, and 1st St (FDOT Road) until the parade participants have exited the roadway. Road closures are scheduled to begin at 9 a.m. and will conclude no later than 12 p.m. Street closures will be in effect to ensure the safety of participants and spectators, with clearly marked detour routes established to redirect traffic during the event.

FINANCIAL IMPACT

There is no financial impact with this item.

STRATEGIC PLAN ALIGNMENT

- This is a routine request associated within normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Infrastructure Pillar.

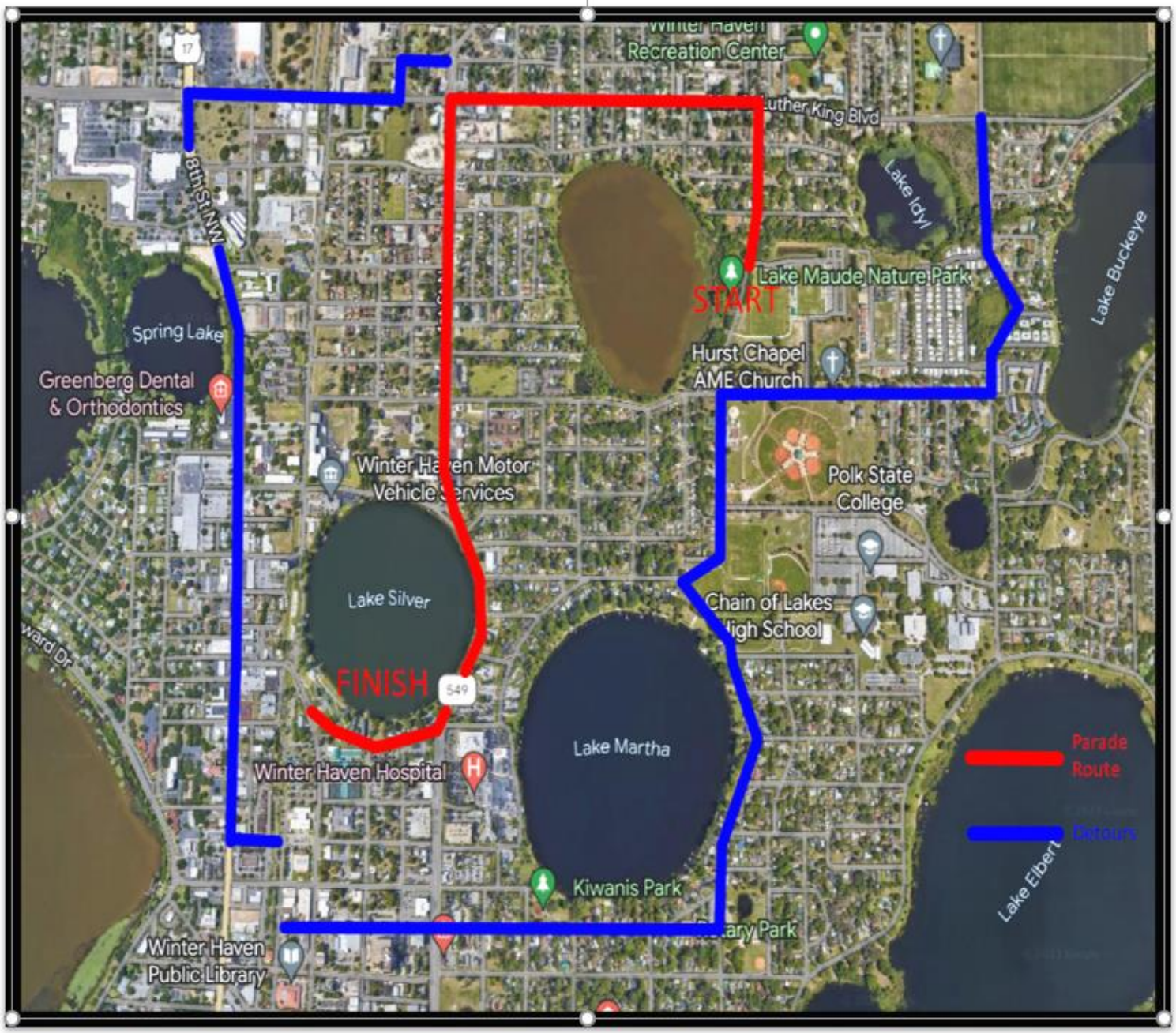
RECOMMENDATION

Staff recommends City Commission authorize staff to take all necessary action to prepare and submit a road closure permit application for the annual MLK Parade.

ATTACHMENT

- MLK Parade Route Map

Winter Haven MLK Parade Route & Detours



DATE: November 26, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Julie Adams, Director, Parks, Recreation & Culture Dept.
Scott Eilers, Assistant Director, Parks, Recreation & Culture Dept.

SUBJECT: Theatre Winter Haven Use Agreement for the Ritz Theatre - Second Addendum

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BACKGROUND

Theatre Winter Haven ("Theatre") was established in 1970 as the cultural arm of the City of Winter Haven and, in 1991, became a separate non-profit entity registered as a 501(c)(3). Theatre Winter Haven was a priority stakeholder in the design and development of the City's Southwest Complex, also known as the Chain of Lakes Complex, and has been housed within that facility since its opening in 1975. On August 22, 2024, the City and the Theatre entered into a Use Agreement specific to the Theatre's use of portions of the Chain of Lakes Complex as more specifically identified within the Use Agreement

On August 22, 2024, the City Commission also approved a First Addendum to Use Agreement specific to the Theatre's additional use of the Ritz Theatre property recently acquired by the City. That First Addendum provided for a ten (10) year term commencing August 12, 2024**,** and concluding August 11, 2034.

In August, 2025 the City Manager authorized an extension of the term of the Theatre's use of the Ritz Theatre property only for an additional ten (10) years, from August 11, 2034, to August 11, 2044**,** in order for the Theatre to meet eligibility requirements for grant funding from the Florida Department of State, Division of Arts and Culture which was reflected in a Second Addendum to Use Agreement.

No other changes to the First Addendum to Use Agreement's terms, conditions, or financial structure were made by the Second Addendum to Use Agreement.

FINANCIAL IMPACT

There is no financial impact associated with this matter. However, the extension of the term may position Theatre Winter Haven to pursue certain grants that provide funding for programming and physical improvements at this City property.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.3 – Champion arts, beautification, and address blight to be an attractive and enriching community.

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative / nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

Staff recommends the City Commission ratify the Second Addendum to Use Agreement to extend the term of Theatre Winter Haven's use of the Ritz Theatre property through August 11, 2044, and authorize the City Manager and/or his designee to take any and all other necessary actions related thereto.

ATTACHMENTS

- Theatre Winter Haven Use Agreement
- Theatre Winter Haven First Addendum to Use Agreement
- Theatre Winter Haven Second Addendum to Use Agreement

USE AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2024 between the **CITY OF WINTER HAVEN**, a municipal corporation of the State of Florida (hereinafter "City"), and **THEATRE WINTER HAVEN, INC.**, a Florida not for profit corporation (hereinafter "Theatre") (collectively may hereafter be referred to as "Parties").

WHEREAS, the City is the owner of the Chain O'Lakes Complex (hereinafter referred to as "Complex") located at 210 Cypress Gardens Boulevard, Winter Haven, Florida in which a Theatre and related spaces are located which are primarily for the production and delivery of theatrical productions and performing arts events, classes, and related uses (hereafter "Permitted Premises" and/or "City Facilities"); and

WHEREAS, The City over time may acquire and/or activate other similar City facilities which lend themselves to the production and delivery of theatrical and performing arts events, classes, and related uses; and

WHEREAS, the Theatre desires to utilize certain portions of the Complex for purposes of the production and delivery of theatrical productions, performing arts events, classes, and related uses; and

WHEREAS, the parties hereto desire to enter into an Agreement in order to specify the terms under which the Theatre may use the Permitted Premises and/or City Facilities at the Complex and other City Facilities activated by the City upon further mutual agreement of the Parties.

NOW, THEREFORE in consideration of the mutual agreements contained herein and for consideration of the promises made herein which the Parties confirm is sufficient and adequate, the Parties agree as follows:

1. **Incorporation of Recitals**. The above recitals are hereby incorporated into this Agreement and form a factual basis for the entry into this Agreement.

2. **Scope of Use.** The Theatre shall be permitted to utilize the Permitted Premises and/or City Facilities as more specifically identified and defined in paragraph 4 below of this Agreement on a non-exclusive basis for the purpose of theatrical productions, and performing arts events, and classes directly associated with the delivery of performing arts activities, and for no other purpose. The Theatre shall provide to the City a schedule of theatrical productions, scheduled classes, and performing arts events not later than the 1st day of September of each year throughout the term of this Agreement. Upon the City's receipt of the aforementioned schedule, the City shall reserve the Permitted Premises and/or City Facilities for such theatrical productions, classes and/or performing arts events in accordance with the schedule, provided the schedule is received by the City on or before the date set forth hereinabove.

3. **Term.** The initial term of this Agreement shall be for ten (10) years commencing on the 12th day of August, 2024, and continuing through the 11th day of August, 2034, (the "Termination Date"), unless earlier terminated under the provisions of this Agreement. The Theatre shall be permitted to renew this Agreement, provided it is in compliance with all terms and conditions hereof and all applicable laws, Charter, Ordinances, and rules and regulations, and such renewal is consistent with the City's use or planned use of the Permitted Premises and/or City Facilities. Provided further, if renewal is authorized by the City, and such renewal is otherwise

authorized and approved in writing by the City, specific terms of any renewal shall then be negotiated by the Parties.

4. **Permitted Premises.** Under the terms and conditions set forth herein, the Theatre shall be permitted to utilize the Permitted Premises and/or City Facilities which include the Main Stage Theater, Theater wings, dressing spaces, Theater shop area, costume shop, Green Room, lobby, concession area located at North Entry 1, Theater bridge, Theater administration offices, West Entry kitchen area, designated rehearsal areas, Children's Theatre Office, the Small Stage Theatre and adjacent lobby, the Cabaret Lounge, the former administrative offices located at the North 2 Entrance and the upstairs Game Room, Ballet Room and Mat Room, all located in the Complex. The Theatre shall also be permitted to utilize the box office, and common areas adjacent to the Theatre as well as the newly constructed box office located at the West 1 Entrance within the Complex, hereafter all collectively referred to as either the Permitted Premises and/or the "City Facilities".

Provided further that the Theatre's use of the portion of the Permitted Premises and/or City Facilities for theatrical classes, shall be subject to availability, to be determined solely by the City. The City shall retain exclusive rights to the Game Room, Mat Room and Ballet Room spaces within the City's Complex from June through August each year during the term of this Agreement for summer camp use and other uses as determined solely by the City.

Any additional uses or special events within the Permitted Premises and/or City Facilities beyond those set forth in paragraph 2 above by the Theatre must be approved in writing by the City in advance of any such use.

In the event the City acquires and/or activates additional City owned facilities and spaces deemed appropriate by the City for the production and delivery of theatrical and performing arts events and/or associated activities, then the Parties may, via an addendum to this Use Agreement, and subject to mutual agreement, address the Theatre's use of said City owned facilities and spaces.

5. Use Fee. In consideration for the use of the Permitted Premises/City Facilities for performances, classes, and events as authorized hereunder, the Theatre shall pay to the City an annual Use Fee based on 6.5% of any box office sales collected by the Theatre at the Complex for Main Stage on-site individual ticket sales, exclusive of subscriptions, on-line sales, and second stage sales for a 12-month period corresponding with the City's fiscal year. Payment of the Use Fee will commence in the City's Fiscal Year 2025/2026 which commences October 1, 2025. The City, at its sole discretion, may consider issuing a credit for the Use Fee based on in-kind services rendered by the Theatre to the City. Any Use Fee by the Theatre for other City owned facilities that may be included in future addenda to this Agreement will be addressed at that time.

All payments due to the City from the Theatre shall be delivered to the place designated in writing by the City. Currently all payments shall be made to and sent as follows:

City of Winter Haven Financial Services
551 Third Street, N.W.
Winter Haven, Florida 33881

The Theatre shall bear full responsibility for all direct costs associated with the licensing, procurement, production, ticketing, staffing, delivery, and all other costs associated with its performances, events, and classes authorized to be conducted at the Permitted Premises and/or City Facilities under this Agreement.

The Theatre shall provide the City with an annual summary of all box office sales made by the Theatre related to any use of the Permitted Premises and/or City Facilities and any other documentation the City may request in order for the City to verify and determine the Use Fee due from the Theatre to the City. The Use Fee shall be due and payable to the City within thirty (30) calendar days after the rendering of a Use Fee invoice by the City to the Theatre.

6. Maintenance and Repair.

A. Theatre's Responsibilities: When in use by the Theatre, the Theatre shall maintain, and keep in a neat and orderly condition, all Permitted Premises and/or City Facilities (excluding common areas, except as set forth herein). The Theatre's responsibilities under this paragraph shall include janitorial services such as sweeping, dusting, mopping, and re-lamping, and the Theatre shall be responsible for replacement and repair of equipment and fixtures which are primarily utilized by the Theatre, including but not limited to lighting, sound systems, and stage elements. Further, the Theatre shall be responsible for the repair of any damages caused by its agents, employees, volunteers, participants, or patrons to any portion of the Permitted Premises and/or City Facilities. The Theatre, at its own expense, may make improvements to the Permitted Premises and/or City Facilities, but only after receiving the written consent of the City which consent may be conditioned, delayed and/or withheld. All such repairs, maintenance or improvements made by or on behalf of the Theatre shall be accomplished in accordance with the City of Winter Haven Building/Fire Codes and any other applicable codes and/or rules, regulations and permit conditions.

The Theatre shall be responsible for janitorial services to the common areas of the Permitted Premises and/or City Facilities, including restrooms on weekends during which the Theatre may be conducting theatrical productions or classes. The City shall provide janitorial

services to the common areas of the Permitted Premises and/or City Facilities on weekdays only. Further, the City shall provide the Theatre with materials necessary to perform janitorial services, including but not limited to items such as detergents, polish, paper towels, and toilet paper.

B. City's Responsibilities. The City shall perform structural maintenance on the Permitted Premises and/or City Facilities, including the keeping in good repair of the structural members, and the repair of casualty damage to the Permitted Premises and/or City Facilities, excluding any damage caused by the Theatre.

7. Legal Taxes and Assessments. The Theatre shall pay all legal taxes and assessments associated or attributable to the Theatre's use or occupancy of the Permitted Premises/City Facilities during the term of this Agreement or any renewal thereof. Such taxes and assessments may include but are not limited to the Florida State Use Tax and/or ad valorem property assessments levied against the City by virtue of any use of the Permitted Premises and/or City Facilities by the Theatre under this Agreement.

8. Annual Statement/Records.

A. Annual Statement. In addition to the annual summary of all box office sales made by the Theatre arising out of its use of the Permitted Premises and/or City Facilities under this Agreement, the Theatre shall also submit to the City, an annual report containing a statement of all business transacted at the Complex, certified by an officer of the Theatre as to its correctness. The annual report shall include data regarding attendance and income from all sources. The annual statement and financial condition of the organization may be audited by the City's Finance Director or designated representative of the City at any time. The City shall be responsible for

payment of any auditing fees; provided, however, that if the audit reveals an under payment of percentage fees then the Theatre shall pay the costs associated with said audit.

B. Records. The Theatre shall provide access, and maintain accurate records of all activities as are authorized to be conducted under this Agreement, for a period of three (3) years from the date the record is made. Such records shall also be maintained in accordance with accepted accounting principles, in a manner acceptable to a certified public accountant, showing the true status of all business conducted at the Permitted Premises and/or City Facilities by the Theatre. The City or its duly authorized representative shall have the right, at all reasonable times, during business hours, to inspect the books, records, and receipts of the Theatre.

9. Utilities. The City shall be responsible for utilities at the Permitted Premises and/or City Facilities including electric, water and sewer. The City shall not be responsible for any telephone service and/or data and internet service utilized by the Theatre. Further, the City shall not be held responsible for temporary utility failures, and any such utility failure shall not constitute a default by the City under this Agreement.

10. Insurance.

A. <u>Workers' Compensation/Employers' Liability</u>.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City of Winter Haven with thirty (30) days written notice of cancellation. The

minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
$1,000,000	(Disease-Policy Limit)	
$1.000,000	(Disease-Each Employee)	

B. General Liability Insurance. The Theatre shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurer's acceptable to the City, general liability insurance insuring the Theatre against liability arising from the Theatre's use or occupancy of the Permitted Premises and/or City Facilities and the Theatre's operations necessary or incidental thereto. Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability for (ISO Form CG 00 01) without any restrictive endorsements, and the City, and its officials, officers, agents volunteers, and employees shall be included as an "additional insured" on a form no more restrictive than Form CG 20 10, Additional Insured- Owners, Lessees, or Contractors (Form B).

C. Liquor Liability.

If there will be any sale of alcoholic beverages at any events sponsored by the Theatre, then the Theatre (or its designated vendor for the sale of all beverages) shall provide liquor liability insurance as described below:

Such insurance shall cover damages incurred by an insured because of liability for "injury" that results from the selling, serving or furnishing of any alcoholic beverage and shall be no more restrictive than that provided by the most recent version of the standard Liquor Liability Coverage Form (ISO Form CG 00 33) as filed for use in the State of Florida without any restrictive

endorsements other than those reasonably permitted by the City. the City, and its officials, officers, agents, volunteers, and employees shall be included as an "additional insured" on the policy. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Per Occurrence	$1,000,000
Aggregate	$1,000,000

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be $1,000,000 General Aggregate; $1,00,000 Products/Completed Operations Aggregate; $1,000,000 Personal and Advertising Injury; and $1,000,000 Each Occurrence.

D. Property Insurance. The Theatre and the City shall each be responsible for maintaining their own property insurance. Regardless of whether the Theatre purchases property insurance or not, the Theatre hereby expressly waives and releases any cause of action or right of recovery which the Theatre may have hereafter against the City for any loss arising out of loss or damage to the Theatre's property on, about, or a part of, the Permitted Premises and/or City Facilities whether covered by insurance or not.

11. Indemnification. The Theatre shall hold harmless, indemnify, and defend the City, its elected and appointed officials, officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, cost, tax, assessment and/or similar charge and/or expense of whatever kind or nature including, but not limited to attorney's fees in any administrative, judicial and/or other forum, trial, appellate and bankruptcy and court costs arising out of or associated with the Theatre's use or occupancy of the Permitted Premises and/or City Facilities or any other activities conducted by the Theatre and/or its agents under this Agreement, whether or not due or caused in part by the negligence of the City, its elected and appointed

officials, officers or employees, representatives or agents, excluding only the sole negligence of the City, its elected and appointed officials, officers, employees, representatives or agents.

By accepting any indemnification hereunder, the City does not intend to waive the City's sovereign immunity under Florida law and/or the limits of the City'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, negligence, product liability or otherwise.

This indemnification provision shall survive any termination and/or expiration of this Agreement.

12. Theatre as Independent Contractor. In conducting its activities hereunder, the Theatre acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of the Theatre's employees shall be the sole responsibility of the Theatre.

13. Assignment. This Agreement, or any part thereof, may not be assigned, or transferred by the Theatre without prior written consent of the City which may be conditioned, delayed and/or withheld.

14. Access. The Theatre shall permit the City, its officer, agents, or employees free access to the Permitted Premises and/or City Facilities, while in use by the Theatre, in order that the City may verify the Theatre's compliance with this Agreement, including sufficiency of maintenance, and to make any necessary repairs or improvements, to the extent such are required to be made by the City under the terms of this Agreement.

15. Rights Reserved. The City reserves the right to make modifications, improvements, or alterations to any portion of the Permitted Premises and/or City Facilities, in its sole discretion.

16. Acknowledging Contribution. The Theatre shall acknowledge the City as a contributor to the Theatre's events on all printed literature and publications pertaining to events either hosted and/or sponsored by the Theatre at the Permitted Premises and/or City Facilities.

17. Compliance with Laws. In conducting its authorized uses and associated activities as permitted under this Agreement at the Permitted Premises and/or City Facilites, the Theatre shall comply with all applicable federal, state, and local laws, regulations, and charter and ordinances, as well as policies of the City of Winter Haven. Further, the Theatre agrees that it will not use the Permitted Premises and/or City Facilities, or allow same to be used, for any illegal, unsafe, or immoral purposes as determined solely by the City.

The Theatre shall, at its sole expense, obtain all permits and licenses required by any governmental agency to conduct its authorized uses and associated activities as permitted under this Agreement.

18. Signs. The Theatre shall not attach, affix, or permit to be attached or affixed upon the outside of the Permitted Premises and/or City Facility, any flags, placards, signs, banners, poles, wires, aerials, antennas, or fixtures without the prior written consent of the City which may be conditioned, delayed and/or withheld.

19. Default and Termination.

A. Termination by City. This Agreement shall be subject to termination by the City in the event of any one or more of the following events:

1. The material default by the Theatre in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of the Theatre to remedy or undertake to remedy, to the City's satisfaction, such default for a period of thirty (30) calendar days after receipt of notice from the City to remedy same, except insurance requirements set forth at Paragraph 9 which must be remedied within seven (7) calendar days.

2. The Theatre files a Voluntary Petition in Bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for property or affairs of the Theatre and such receivership is not vacated within thirty (30) calendar days after the appointment of such receiver.

3. Upon 180 calendar day's written notice, with or without cause.

4. Upon immediate notice for a health, safety and/or welfare reason as determined solely by the City.

B. Termination by the Theatre. This Agreement shall be subject to termination by the Theatre in the event of any one or more of the following events:

1. The material default by the City in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of the City to remedy, or undertake to remedy, to the Theatre's satisfaction, such default for a period of thirty (30) calendar days after receipt of notice from the Theatre to remedy same.

2. Upon 180 calendar day's written notice, with or without cause.

C. Removal of Property. Upon termination of this Agreement, the Theatre, at its sole expense, shall remove from the Permitted Premises and/or City Facilities, within sixty (60) calendar days, all Theatre owned personal property, equipment, furnishings, and signs which the Theatre was permitted to install or maintain under the use, rights granted herein, provided such removal can be done without damage to the Permitted Premises and/or City Facilities as determined by the City. If the Theatre shall fail to do so within a reasonable time, then the City may effect such removal or restoration at the Theatre's expense, and the Theatre agrees to pay the City such expense promptly upon receipt of a proper invoice therefore. Any fixed improvements made to the Permitted Premises and/or City Facilities, by either Party, shall remain the property of the City.

20. Severability. If any provision hereof shall be finally declared void or illegal by any Court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

21. Notice. As time is of the essence, all notices or other communications of any type (herein singularly referred to as "**Notice**" and collectively as "**Notices**") given by either Party upon the other, whether required by this Agreement or in any way related to the matters set forth herein, shall be delivered (i) in person; (ii) by a nationally recognized courier service guaranteeing overnight delivery; or (iii) by United States Certified Mail, return receipt requested, postage prepaid. Notices shall be deemed to have been given to the Party to which addressed (iv) on the date of delivery (or refusal of delivery), if personally delivered; (v) one (1) business day after it is deposited with a nationally recognized courier service guaranteeing overnight delivery; or (vi) three (3) days after being deposited in the United States Mail for certified delivery, return receipt

requested, postage prepaid (in case of clauses (v) and (vi), irrespective of whether delivery is accepted), properly addressed as follows:

1. If to the City: City of Winter Haven
Attention: Director of Parks, Recreation & Culture Department
500 Third Street, N.W. (33881)
Post Office Box 2277
Winter Haven, FL 33883-2277

with a copy to, which shall not constitute notice:

Frederick J. Murphy, Jr.
City Attorney, City of Winter Haven, Florida
Boswell & Dunlap LLP
245 South Central Avenue (33830)
P.O. Drawer 30 (mailing)
Bartow, FL 33831-0030

2. If to the Theatre: Theatre Winter Haven, Inc.
Attention: Daniel Joseph Chesnicka, CEO
210 Cypress Gardens Blvd., S.W. (33880)
Post Office Box 1230
Winter Haven, FL 33882-8230

Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Florida that is also recognized and observed by the City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday observed by the City. The final day of any such period shall be deemed to end at 5:00 o'clock p.m. (Eastern Standard Time or Eastern Daylight Time, as applicable).

22. Entire Agreement. This Agreement constitutes the entire understanding between the Parties, and as of its effective date supersedes all prior or independent agreements oral or written between the Parties covering the subject matter, and Permitted Premises and/or City Facilities hereof. Any change or modification hereof must be in writing and signed by both Parties.

23. Headings. The headings used in the Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of the Agreement.

24. Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Theatre must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Theatre upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF THEATRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THEATRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 224, VCASTILLO@MYWINTERHAVEN.COM, 451 THIRD STREET, N.W., WINTER HAVEN, FL 33881.

If Theatre does not comply with a public records request, City shall enforce the Agreement which may include immediate termination of the Agreement.

25. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida without regards to any conflicts of laws provisions. Venue for any actions arising under this Agreement shall be exclusively in the State Court of competent jurisdiction located in Polk County, Florida.

CITY OF WINTER HAVEN, FLORIDA

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

By: _____

T. Michael Stavres
Its: City Manager

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Jr., City Attorney

Dated: 8/12/2024

Signed in the presence of:

WITNESS

Printed Name: Julie Adams

WITNESS

Printed Name: DANIEL J. CHRONICKA

THEATRE WINTER HAVEN, INC.

By: _____

Marilyn Riggs
Its: President

Dated: 8/22/24

FIRST ADDENDUM TO USE AGREEMENT

THIS FIRST ADDENDUM TO USE AGREEMENT, (First Addendum) made this ____ day of August, 2024 between the **CITY OF WINTER HAVEN**, a municipal corporation of the State of Florida (hereinafter "City"), and **THEATRE WINTER HAVEN, INC.**, a Florida not for profit corporation (hereinafter "Theatre") (collectively may hereafter be referred to as "Parties").

WHEREAS, the Parties have entered into that Use Agreement for portions of the City owned Chain O'Lakes Complex located at 210 Cypress Gardens Boulevard, Winter Haven, Florida (Permitted Premises and/or Complex) of even date regarding the Theatre's use of portions of that Permitted Premises/Complex; and

WHEREAS, the pursuant to paragraph 4 of the above referenced Use Agreement, in the event that the City acquired and/or activated additional City owned facilities and spaces deemed appropriate by the City for the Theatre's use, then the Parties could via an addendum to the Use Agreement memorialize the Theatre's use of such additional City facilities; and

WHEREAS, on August 5, 2024 the City acquired the Ritz Theatre building (hereinafter Ritz Theatre) located at 263 West Central Avenue, Winter Haven, Florida, in which the historic Ritz Theatre and related spaces are located which are primarily for performance based special events and/or productions, (hereinafter also "Additional Permitted Premises" and/or "Additional City Facilities"); and

WHEREAS, the Parties now desire to enter into this First Addendum to memorialize the Theatre's use of the Ritz Theatre/Additional Permitted Premises in order to specify the terms under which the Theatre may use the Ritz Theatre/Additional Permitted Premises.

NOW, THEREFORE in consideration of the mutual agreements contained herein and for consideration of the promises made herein which the Parties confirm is sufficient and adequate, the Parties agree in this First Addendum as follows:

l. Incorporation of Recitals. The above recitals are hereby incorporated into this First Addendum and they form a factual basis for the entry into this First Addendum.

The following provisions of the Use Agreement entered into between the Parties for the Theatre's use of portions of the City owned Complex/Permitted Premises are modified for this First Addendum as follows:

A. **Additional Permitted Premises.** Under the terms and conditions set forth herein, the Theatre shall be permitted to utilize the Ritz Theatre/Additional Permitted Premises.

B. **Scope of Use.** The Theatre shall be permitted to utilize the Ritz Theatre/Additional Permitted Premises on a non-exclusive basis for the purpose of conducting special events including but not limited to theatrical productions, and performing arts events, and other such uses associated with the delivery of performing arts activities, and for no other purpose. The Theatre shall provide to the City a schedule of events to be held at the Ritz Theatre/Additional Permitted Premises not later than the 1st day of September of each year throughout the term of this First Addendum. Upon the City's receipt of the aforementioned schedule, the City shall reserve the Ritz Theatre/Additional Permitted Premises for such permitted uses, provided the schedule is received by the City on or before the date set forth hereinabove. Any additional uses or special events within the Ritz Theatre/Additional Permitted Premises beyond those set forth above by the Theatre must be approved in writing by the City in advance of any such use.

C. **Use Fee.** In consideration for the use of the Ritz Theatre/Additional Permitted Premises, the Theatre shall be responsible for all costs associated with permitted special events and productions held and conducted within the Ritz Theatre/Additional Permitted Premises and for providing all appropriate insurance policies that are acceptable to the City relating to the Theatre's use of the Ritz Theatre/Additional Permitted Premises and in accordance with the terms of that Use Agreement entered into between the Parties. The Theatre shall be entitled to retain any and all revenues derived from all permitted uses of the Ritz Theatre/Additional Permitted Premises conducted by the Theatre. The Theatre shall provide the City with an annual summary of all sales and other revenue derived from permitted uses of the Ritz Theatre/Additional Permitted Premises and any other documentation the City may request in order for the City to verify the uses that the Theatre has conducted and held at the Ritz Theatre/Additional Permitted Premises. Any costs associated with the production and providing of such documentation to the City shall be borne solely by the Theatre.

D. **Indemnification.** The Theatre shall hold harmless, indemnify, and defend the City, its elected and appointed officials, officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, cost, tax, assessment and/or similar charge and/or expense of whatever kind or nature including, but not limited to attorney's fees in any administrative, judicial and/or other forum, trial, appellate and bankruptcy and court costs arising out of or associated with the Theatre's use or occupancy of the Ritz Theatre/Additional Permitted Premises or any other activities conducted by the Theatre and/or its agents under this First Addendum, whether or not due or caused in part by the negligence of the City, its elected and appointed officials, officers or employees, representatives or agents, excluding only the sole

negligence of the City, its elected and appointed officials, officers, employees, representatives or agents.

By accepting any indemnification hereunder, the City does not intend to waive the City's sovereign immunity under Florida law and/or the limits of the City'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, negligence, product liability or otherwise.

This indemnification provision shall survive any termination and/or expiration of this First Addendum.

E. **Default and Termination.**

a. Termination by City. This First Addendum shall be subject to termination by the City in the event of any one or more of the following events:

1. The material default by the Theatre in the performance of any of the terms, covenants or conditions of that Use Agreement entered into between the Parties and of this First Addendum, and the failure of the Theatre to remedy or undertake to remedy, to the City's satisfaction, such default for a period of thirty (30) calendar days after receipt of notice from the City to remedy same, except insurance requirements must be remedied within seven (7) calendar days.

2. The Theatre files a Voluntary Petition in Bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for property or affairs of the Theatre and such receivership is not vacated within thirty (30) calendar days after the appointment of such receiver.

3. Upon 180 calendar day's written notice, with or without cause.

4. Upon immediate notice for a health, safety and/or welfare reason as determined solely by the City.

b. Termination by the Theatre. This First Addendum shall be subject to termination by the Theatre in the event of any one or more of the following events:

1. The material default by the City in the performance of any of the terms, covenants, or conditions of this First Addendum, and the failure of the City to remedy, or undertake to remedy, to the Theatre's satisfaction, such default for a period of thirty (30) calendar days after receipt of notice from the Theatre to remedy same.

2. Upon 180 calendar day's written notice, with or without cause.

c. Cross Default by Theatre. The Parties agree that a Theatre default under the Use Agreement shall also constitute a default under this First Addendum unless the City waives the default in writing and/or the City otherwise authorizes the continued use of either the Permitted Premises and/or the Additional Permitted Premises by the Theatre.

F. **Severability.** If any provision hereof shall be finally declared void or illegal by any Court or administrative agency having jurisdiction, this entire First Addendum shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

G. **Entire Agreement.** This First Addendum constitutes the entire understanding between the Parties relating to the Theatre's permitted use of the Ritz Theatre/Additional Permitted

Premises, and as of its effective date supersedes all prior or independent agreements oral or written between the Parties covering the subject matter regarding the Theatre's use of the Ritz Theatre/Additional Permitted Premises except for those provisions of the Use Agreement between the Parties which are expressly incorporated herein by reference. Any change or modification of this First Addendum must be in writing and signed by both Parties.

2. All other provisions of the Use Agreement entered into between the Parties for the Theatre's use of portions of the City owned Complex located at the City's Chain O'Lakes Complex that are not specifically addressed and/or modified herein are hereby incorporated into this First Addendum by reference as if repeated paragraph by paragraph, word for word.

CITY OF WINTER HAVEN, FLORIDA

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

By: _____
T. Michael Stavres
Its: City Manager

Approved as to Form and Legal Sufficiency:

Dated: _____

_____
Frederick J. Murphy, Jr., City Attorney

Signed in the presence of:

THEATRE WINTER HAVEN, INC.

_____
WITNESS
Printed Name: _____

By: _____
Marilyn Riggs
Its: President

Dated: _____

_____
WITNESS
Printed Name: _____

SECOND ADDENDUM TO USE AGREEMENT

THIS SECOND ADDENDUM TO USE AGREEMENT, (Second Addendum) made this ____ day of November, 2025 between the **CITY OF WINTER HAVEN**, a municipal corporation of the State of Florida (hereinafter "City"), and **THEATRE WINTER HAVEN, INC.,** a Florida not for profit corporation (hereinafter "Theatre") (collectively may hereafter be referred to as "Parties").

WHEREAS, on August 22, 2024, the Parties entered into that Use Agreement for portions of the City owned Chain O'Lakes Complex located at 210 Cypress Gardens Boulevard, Winter Haven, Florida (Permitted Premises and/or Complex) and that First Addendum to Use Agreement of even date regarding the Theatre's use of the Ritz Theatre, an Additional Permitted Premises, under the Use Agreement; and

WHEREAS, that pursuant to paragraph 1B of the above referenced First Addendum to Use Agreement, the Parties wish to enter into a Second Addendum to extend the term of the First Addendum to Use Agreement related solely to the Theatre's use of the Ritz Theatre for an additional ten (10) years from August 11, 2034, to August 11, 2044, in order to meet eligibility requirements for grant funding from the Florida Department of State, Division of Arts and Culture; and

WHEREAS, the Parties now desire to enter into this Second Addendum to memorialize and extend the term of the First Addendum to Use Agreement related solely to the Theatre's use of the Ritz Theatre for an additional ten (10) years from August 11, 2034, to August 11, 2044.

NOW, THEREFORE in consideration of the mutual agreements contained herein and for consideration of the promises made herein which the Parties confirm is sufficient and adequate, the Parties agree in this Second Addendum as follows:

l. Incorporation of Recitals. The above recitals are hereby incorporated into this Second Addendum and they form a factual basis for the entry into this Second Addendum.

The following provisions of that First Addendum to Use Agreement entered into between the Parties for the Theatre's use of the Ritz Theatre/Additional Permitted Premises are modified for this Second Addendum as follows:

A. **Term.** The initial term of this Agreement shall be for twenty (20) years commencing on the 12th day of August, 2024, and continuing through the 11th day of August, 2044, (the "Termination Date"), unless earlier terminated under the provisions of this Agreement. The Theatre shall be permitted to renew this Agreement, provided it is in compliance with all terms and conditions hereof and all applicable laws, Charter, Ordinances, and rules and regulations, and such renewal is consistent with the City's use or planned use of the Ritz Theatre/Additional Permitted Premises. Provided further, if renewal is authorized by the City, and such renewal is otherwise authorized and approved in writing by the City, specific terms of any renewal shall then be negotiated by the Parties.

2. All other provisions of the Use Agreement and the First Addendum to Use Agreement entered into between the Parties for the Theatre's use of the Ritz Theatre that are not specifically addressed and/or modified herein are also hereby incorporated into this Second Addendum by reference as if repeated paragraph by paragraph, word for word. Provided further, and for the avoidance of doubt, all provisions of the Use Agreement entered into between the

Parties for the Theatre's use of portions of the City owned Complex are not intended to be amended and/or changed by this Second Addendum and as such said Use Agreement regarding the Complex remains in full force and effect.

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

CITY OF WINTER HAVEN, FLORIDA

By: _____
T. Michael Stavres
Its: City Manager

Approved as to Form and Legal Sufficiency:

Dated: _____

_____
Frederick J. Murphy, Jr., City Attorney

Signed in the presence of:

THEATRE WINTER HAVEN, INC.

_____
WITNESS
Printed Name: _____

By: _____
Marilyn Riggs
Its: President

_____
WITNESS
Printed Name: _____

Dated: _____

DATE: August 6, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Amanda-Jo Nicholson, Assistant to the City Manager

SUBJECT: Authorization for Travel and Training

BACKGROUND

In April 2011, the City Commission amended the City's Policy Relating to the "Travel and Training Expenses for Both Officials, Employees, and City-Sponsored Boards and Committees". As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program.

In accordance with the City Commission's Policy, authorization is requested for the following:

Event:	Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee 2026 meetings
Dates:	January 22, 2026 May 28, 2026 Sept 17, 2026
Location:	Port Charlotte, FL
Attendee:	Commissioner Tracy Mercer

FINANCIAL IMPACT

Hotel and other travel related expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.2 – Engage and participate in legislative matters (State & Federal) and advocate for Home Rule and local priorities.
- **Strategy:** 6.2.1 – Strategically engage in local, State and national professional organizations and coalitions.

RECOMMENDATION

Staff recommends the City Commission approve the travel as outlined above.

DATE: November 26, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Angie Hibbard, CRA Manager

SUBJECT: City of Winter Haven, Florida Community Redevelopment Agency (CRA) Board Member Reappointment

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BACKGROUND

The Winter Haven Community Redevelopment Agency By-Laws state in Sections 3-B that the Governing Body shall appoint members of CRA Board seats to a term of four years. CRA Board Seat 2 is up for reappointment and the current occupant of this seat has indicated in writing his desire to continue to serve on the CRA Board for the four (4) year term.

FINANCIAL IMPACT

This appointment has no financial impact.

STRATEGIC PLAN ALIGNMENT

This is a routine action associated with normal operations of the City not specifically defined as a goal or strategy with the Strategic Plan. However, the appointment of committee members to serve on the CRA Board is most closely aligned with the Responsible Government strategic pillar.

RECOMMENDATION

Staff recommends that the City Commission reappoint Dr. James Threlkel to Seat 2 for a four (4) year term which expires on September 30, 2029.

ATTACHMENT

- Reappointment letter from Dr. James Threlkel (Seat 2)

City of Winter Haven
City Clerk

REC'D WH CITY CLERK OFC
JUL 28 '25 PM4:56

Dr. James Threlkel
1315 N. Lake Elbert Drive
Winter Haven, FL 33881

SENT VIA EMAIL
jim@thethrelkels.com

JULY 11, 2025

Dear Dr. Threlkel,

Thank you for having served on the City of Winter Haven's Community Redevelopment Agency (CRA) Board. Your term will expire on September 30, 2025. Please let us know if you would like to continue serving on this Board (4-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
   a. If **not** submitting via email, print this letter, sign & date (required):
   x James B. Threlkel Date: 25 July 2025
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter** (and ***Board/Committee Appointment Information*** **application** if applicable) **in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627

City Clerk's Office
451 Third Street NW
Winter Haven, FL 33884

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charles Bird, Assistant City Manager – Public Safety
Vance Monroe, Police Chief

FROM: Gregory L. Goreck, Deputy Chief of Police

SUBJECT: Law Enforcement JAG23 - Residual Grant – Body Armor

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of federal justice funding to state and local jurisdictions and is able to be used for a wide range of law enforcement needs. Residual funding for the grant program becomes available when unallocated or unspent money from an agency goes back the grantor and can then be reapplied for by other agencies.

On September 26, 2025, a proposal letter was sent to the Florida Department of Law Enforcement (FDLE) for upgrading the current Body Armor for the Winter Haven Police Department, and requesting to be awarded JAG Residual Funding to subsidize the needed equipment. The Officer Safety Program proposal outlined the need for upgraded ballistic protection for the current allocation (10/1/25) of the City's full-time law enforcement officers. The proposal specifically addressed the need for ballistic protection from high velocity projectiles (i.e., rifle rounds) and bladed objects such as knives; an improvement over the current equipment. Additionally, the proposed equipment provides these advantages at a lighter weight (up to 20 lbs in some cases), making them more conducive to full-time duty wear.

On 10/17/25, FDLE notified the Winter Haven Police Department that they had approved the request facilitating the purchase of 95 units of upgraded ballistic protection, enough to outfit all active officers.

FINANCIAL IMPACT

The JAG grant is a reimbursement-based grant. As each ballistic unit is purchased by the city, a request for funds expended by the City can by submitted for reimbursement on a quarterly basis, up to the award amount of $198,395.00. Should the total cost be in excess of the grant amount, any residual will be paid for from the Police Department's Uniform budget.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.2 - Ensure the ability to meet service demands as the population grows

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency
- **Strategy:** 6.1.5 - Research and pursue alternative / nontraditional revenue sources and partnership opportunities to enhance fiscal sustainability and resiliency.

RECOMMENDATION

Staff recommends the City Commission approve the agreement and authorize the Mayor or his designee to take any additional action necessary thereto.

ATTACHMENT

- Executable JAG23 – Countywide Residual Grant – WHPD Officer Safety Program

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Winter Haven

Recipient SAM UEI: PFVYT3KUR5U9

Award Number: 6N260

Award Period: 10/01/2025 – 06/30/2026

Award Title: C-6N260: Body Armor (Soft & Rifle Ballistic Panels)

Federal Funds: $198,395.00

Matching Funds: $0.00

Total Funds: $198,395.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Winter Haven (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N260
Award Title: C-6N260: Body Armor (Soft & Rifle Ballistic Panels)
Award Period: 10/01/2025 – 06/30/2026

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Winter Haven

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Nathaniel Birdsong Jr., Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N260
Recipient:	City of Winter Haven
Award Title:	C-6N260: Body Armor (Soft & Rifle Ballistic Panels)
Award Period:	10/01/2025 - 06/30/2026

Problem Identification

The City of Winter Haven Police Department places the highest priority on the safety of officers and the citizens served. The commitment to service remains unwavering, but effective performance requires equipment that meets the demands of modern threats. In recent tragedies across the nation, active assailants have targeted both law enforcement and community members with high-powered rifles and ammunition, against which standard-issue body armor offers little protection. If officers cannot survive such attacks, they will be unable to protect and rescue innocent civilians caught in the same incident.

Currently, the Winter Haven Police Department uses soft body armor that is aging, with many vests approaching or exceeding the recommended service life. The hard ballistic plates—capable of stopping high-velocity rounds such as those fired from rifles—are also nearing expiration and weigh between 15 to 20 pounds per set. Recent advancements in ballistic technology have led to lighter, more durable armor that provides better protection without compromising mobility.

Scope of Work

The City of Winter Haven Police Department will use grant funds to purchase body armor (soft and rifle ballistic panels) to replace and upgrade the expired soft body armor. As a result, state-of-the-art lightweight ballistic panels will improve officer survivability against multiple rounds of high-velocity ammunition that may be encountered during attacks by assailants.

Appendix B - Deliverables

Award Number:	6N260
Recipient:	City of Winter Haven
Award Title:	C-6N260: Body Armor (Soft & Rifle Ballistic Panels)
Award Period:	10/01/2025 - 06/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure body armor (soft & rifle ballistic panels).
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $198,395.00

Appendix C - Approved Budget

Award Number:	6N260		
Recipient:	City of Winter Haven		
Award Title:	C-6N260: Body Armor (Soft & Rifle Ballistic Panels)		
Award Period:	10/01/2025-06/30/2026		
Award Amount:	$198,395.00	$0.00	$198,395.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Body Armor (Soft and Rifle Ballistic Panels)	95 Body Armor @ $2,088.36 Each = $198,395.00 (Soft and Rifle Ballistic Armor, Agency Specific Placards/Badges, and Necessary Attachments)	$198,395.00	$0.00	$198,395.00
			D. Equipment Subtotal:	**$198,395.00**

Appendix D: Award Contacts

Award Number:	6N260
Recipient:	City of Winter Haven
Award Title:	C-6N260: Body Armor (Soft & Rifle Ballistic Panels)
Award Period:	10/01/2025 - 06/30/2026

Recipient Grant Manager (GM)

Name: Greg Goreck
Title: Deputy Chief
Address: 125 N. Lake Silver Drive NW
Winter Haven, FL 33881-2450
Phone: 863-287-2552
Email: ggoreck@mywinterhaven.com

Recipient Chief Official (CO)

Name: Nathaniel Birdsong Jr.
Title: Mayor
Address: 451 Third Street NW
Winter Haven, FL 33881-2450
Phone: 863-291-5600
Email: nbirdsong@mywinterhaven.com

Recipient Chief Financial Officer (CFO)

Name: Colleen J. Scott
Title: Chief Financial Officer
Address: 551 Third Street NW
Winter Haven, FL
Phone: 863-291-5667
Email: cjscott@mywinterhaven.com

Recipient Additional Point of Contact (POC)

Name: Brandon Bussiere
Title: Financial Grant Manager
Phone: 863-2915667
Email: bbussiere@mywinterhaven.com

Appendix E: Special Conditions

Award Number:	6N260
Recipient:	City of Winter Haven
Award Title:	C-6N260: Body Armor (Soft & Rifle Ballistic Panels)
Award Period:	10/01/2025 - 06/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0048	The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to the safeguarding of personally identifiable information (PII) and law enforcement sensitive data; providing written notice to employees regarding whistleblower protections]. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0053	At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0063	This project requests funds for the purchase of body armor/ballistic vests. In accordance with JAG program requirements, body armor may be purchased at any threat level, make, or model, from any distributor or manufacturer provided the following requirements are met: (1) the vests have been tested and comply with the most current National Institute of Justice (NIJ) Compliant Products List as of the date the armor was ordered; (2) be made in the United States; and (3) be “uniquely fitted” and conform to the individual wearer to provide the best possible fit and coverage. The Recipient shall maintain documentation of compliance with this condition and provide it to the Office of Criminal Justice Grants at monitoring.
S0047b	At the time of application, the Recipient indicated they do not have written procedures for financial management of federal grant funds Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0088	A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
S0048a	At the time of application, the Recipient indicated they do not have written internal control procedures for the management of federal awards that align with federal guidance.

Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Criminal Justice Grants (CJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. CJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Criminal Justice Grants (CJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for CJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to CJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to CJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the CJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's CJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by CJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's CJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by CJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that CJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy

other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise CJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to CJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of

individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for CJG review.

26.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE CJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by CJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to CJG, and will resume such obligations only if expressly authorized to do so by CJG.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to CJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

DATE: November 26, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charles Bird, Assistant City Manager – Public Safety
Vance Monroe, Police Chief
Gregory Goreck, Deputy Police Chief

FROM: Donald Nunnery, Police Captain

SUBJECT: Purchasing Drones & Holsters

BACKGROUND

The Florida State Statutes allow law enforcement agencies to seize property used in the commission of a felony and, after a successful forfeiture process, use or sell it. The proceeds from such sales must be placed in a special account and used exclusively for enhancing law enforcement, but not for regular budgeted operations (Title XLVII, Chapter 932).

The Police Department, in coordination with the designated legal authority, has established a forfeiture account (Federal Agencies Confiscated/Forfeiture Account #112-80-203-4917) where these funds are deposited. The current balance of this account is $194,503.84.

The department plans to use these funds to purchase (125) Safariland SOLIS Paddle Holsters. The department is awaiting delivery of 120 Glock 47 Pistols with Optics. This requested holster will be compatible with the specified firearm model and will provide the officer with a holster suitable for various duties they may be required to perform. The SOLIS Holsters meet the department's security requirements.

The department also plans to purchase two (2) Skydio R10 Patrol Drones to add to the current fleet. The department currently has three drones capable of operating both day and night. The additional drones requested will only be capable of daytime operations. By adding drones to the fleet, each Patrol Squad would have a drone assigned to it, freeing up one for other operations within the department.

FINANCIAL IMPACT

The Police Department has sufficient funds in its forfeiture accounts to purchase (120) Safariland SOLIS Paddle Holsters, with the estimated cost not exceeding $6,891.25, and (2) Skydio R10 Drones, estimated cost not to exceed $39,798.40, ensuring no financial impact on the Police Department's budget or the City's finances.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 - Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 - Research and pursue alternative/nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

This information is being provided for transparency. While the use of Federal Forfeiture funds does not require City Commission action, staff desires to ensure the Commission is fully informed about the items intended to be procured.

ATTACHMENTS

- Paddle Holsters - Lou's Police Distributors
- Skydio R10 Drones - Axon Enterprise Inc.

Lou's Police Distributors, Inc.
7815 W 4th Ave
Hialeah, FL 33014
United States

Invoicing Address:
Winter Haven PD
PO Box 2277
Winter Haven FL 33883-2277
United States
863-291-5858

Shipping Address:
Winter Haven PD
125 N. Lake Silver Dr. NW
Winter Haven FL 33881
United States

Winter Haven PD
PO Box 2277
Winter Haven FL 33883-2277
United States
863-291-5858
Tax ID: 85-8012621707C-1

Quotation # S26388

Order Date:	Quotation Date:	Expiration:	Salesperson:
10/14/2025 09:50:51	10/14/2025 09:43:46	11/13/2025	Jeff Ziegler

Description	Serial #	Quantity	Unit Price	Taxes	Amount
[SOLIS-1-835-A-7-C3-411] Safariland SOLIS® ALS® Concealment OWB Holster, Paddle & Belt Slide, Glock 47, Optic, TLR-1, RH		100.00 Units	55.13	Tax Exempt	$ 5,513.00
[SOLIS-1-835-A-7-C3-412] Safariland SOLIS® ALS® Concealment OWB Holster, Paddle & Belt Slide, Glock 47, Optic, TLR-7, LH		25.00 Units	55.13	Tax Exempt	$ 1,378.25

Florida State Contract for Defense Products #46000000-21-STC Shipping Included

Untaxed Amount	$ 6,891.25
FL - 7% Sales Tax	$ 0.00
Total	$ 6,891.25

Please see our Terms and Conditions of sale at our website.

Payment terms: 30 Days

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-774354-45982DJ

Issued: 11/21/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 05/01/2026

Account Number: 147636

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Winter Haven Police Dept. - FL 125 N Lake Silver Dr NW Winter Haven, FL 33881-2450 USA	Winter Haven Police Dept. - FL PO Box 2277 Winter Haven FL 33883-2277 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Don Nunnery Phone: 1-863-291-5858 Email: dnunnery@mywinterhaven.com Fax:

Quote Summary

Program Length	24 Months
TOTAL COST	$39,798.40
ESTIMATED TOTAL W/ TAX	$39,798.40

Discount Summary

Average Savings Per Year	$1,250.00
TOTAL SAVINGS	$2,500.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	$19,899.20	$0.00	$19,899.20
Apr 2027	$19,899.20	$0.00	$19,899.20
Total	**$39,798.40**	**$0.00**	**$39,798.40**

Quote Unbundled Price:	**$42,298.40**
Quote List Price:	**$42,298.40**
Quote Subtotal:	**$39,798.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2			$8,000.00	$8,000.00	$16,000.00	$0.00	$16,000.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	24		$30.80	$30.80	$1,478.40	$0.00	$1,478.40
102468	AXON AIR - SKYDIO CONNECT DATA PLAN FOR R10	2	24		$165.00	$165.00	$7,920.00	$0.00	$7,920.00
102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	24		$300.00	$300.00	$14,400.00	$0.00	$14,400.00
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
Total							**$39,798.40**	**$0.00**	**$39,798.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2	1	04/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	05/01/2026	04/30/2028
A la Carte	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	05/01/2026	04/30/2028
A la Carte	102468	AXON AIR - SKYDIO CONNECT DATA PLAN FOR R10	2	05/01/2026	04/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	125 N Lake Silver Dr NW	Winter Haven	FL	33881-2450	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	$739.20	$0.00	$739.20
Year 1	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,200.00	$0.00	$7,200.00
Year 1	102468	AXON AIR - SKYDIO CONNECT DATA PLAN FOR R10	2	$3,960.00	$0.00	$3,960.00
Year 1	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2	$8,000.00	$0.00	$8,000.00
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$19,899.20**	**$0.00**	**$19,899.20**

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	$739.20	$0.00	$739.20
Year 2	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,200.00	$0.00	$7,200.00
Year 2	102468	AXON AIR - SKYDIO CONNECT DATA PLAN FOR R10	2	$3,960.00	$0.00	$3,960.00
Year 2	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2	$8,000.00	$0.00	$8,000.00
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$19,899.20**	**$0.00**	**$19,899.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/21/2025



DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: East Winter Haven Aquifer Recharge and Wetland Restoration – Protected Species Habitat Evaluation

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BACKGROUND

On February 10, 2025, the City awarded an interim agreement for the East Winter Haven Aquifer Recharge and Wetland Restoration project (Bradco Farms Wetland) to HGS, LLC dba Resource Environmental Solutions, LLC (RES) for the site reconnaissance and site assessment evaluation. The preliminary site assessment evaluation provided a positive recommendation for wetland restoration at Bradco Farms, the next steps for design, and permitting for the project.

Section seven (7) of the Endangered Species Act (ESA), in coordination with Army Corps of Engineers, U.S. Fish and Wildlife Services, and the Audubon Society, mandates that species surveys be conducted at the beginning of the calendar year. These surveys must document and report the effects determinations for the following species: Florida panther, Audubon's crested caracara, Everglades snail kite, Eastern black rail, wood stork, Florida scrub jay, Florida bonneted bat, sand skink, gopher tortoise, Florida sandhill crane, Florida burrowing owl, and Eastern indigo snake.

The Water Department has requested RES to prepare Task Order 3. This is broken into three sub tasks; Task #3.A.1 for the Protected Species Surveys and Effects Determinations. Dependent on the outcome of that survey, additional surveying and monitoring may be required under Tasks #3.A.2 Bonneted Bat Acoustic Survey and #3.A.3 Caracara Survey. Upon approval, work can proceed at the beginning of the 2026 calendar year and final reports can be completed and accepted by the jurisdictional agencies.

FINANCIAL IMPACT

Funds are available in FY 25-26 budget in the amount of $36,348.00 under account 402-08-305-6301, for Task Order #3.A.1 - Protected Species Surveys and Effects Determinations. If, based on that work, Task Orders #3.A.2 ($25,000.00) and #3.A.3 ($103,600.00 to $244,000.00) are required, funding is available

within the Utilities budget to cover these costs and will require prior authorization of a change order from the City Manager's office before proceeding with the work. If all of the outlined tasks are required, the total cost would range between $169,947 and $305,348.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Environmental Stewardship
- **Goal:** 4.4 - Integrate the elements of the One Water philosophy to ensure a balance between water supply and nature.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to enter into Task Order 3 for the East Winter Haven Aquifer Recharge and Wetland Restoration – Protected Species Habitat Evaluation, approve Change Order #2 with HGS incorporating Task #3.A.1 into the current Purchase Order, approve additional change orders that may be necessary to complete the survey, and take any and all additional actions necessary thereto.

ATTACHMENTS

- East Winter Haven Protected Species Habitat Evaluation – Task Order 3
- HGS, LLC Change Order #2 Authorization

34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

November 17, 2025

City of Winter Haven Water Department
401 6th Street, SW
Winter Haven, Florida 33884
Attn: Gary Hubbard, Director

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project
Proposal to Provide Protected Species Habitat Evaluation and Consultation Services
City of Winter Haven Purchase Order 2025-000000145; RES Project Number 112242
Change Order No. 2

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with the design and permitting of the wetland system that will be constructed to supply the aquifer recharge well for the East Winter Haven Aquifer Recharge and Wetlands Restoration Project (Project) with water. To meet protected species survey timeframes required by the regulatory agencies, specifically for the Audubon's crested caracara and Florida bonneted bat, surveys for these species (if required) must commence in late 2025 and early 2026.

As such, RES is providing this proposed scope of services for Task 3.A "Protected Species Habitat Evaluation and Consultation Services" in advance of the other task assignment proposals currently being prepared. As with Tasks 1 (Aquifer Recharge Alternatives Evaluation) and 2 (Access Road Design and Construction) of the Interim Agreement, RES proposes to conduct the scope of work for Task 3.A on a time and materials not to exceed (NTE) basis. The following paragraphs provide additional discussion related to the proposed scope of work for Task 3.A. Provided at the end of this letter is also the cost for the scope, shown in **Table 1**.

Protected Species Surveys and Effects Determinations

Effects determinations for the Florida panther, Audubon's crested caracara, the Everglades snail kite, Eastern black rail, wood stork, Florida scrub jay, Florida bonneted bat, sand skink and Eastern indigo snake must be documented in accordance with Section 7 of the Endangered Species Act (ESA) through consultation between the United States Army Corps of Engineers (USACE) and the United States Fish and Wildlife Service (USFWS). RES will establish the appropriate effects determination based upon preliminary field surveys conducted during the preparation of the Technical Suitability Report (TSR) and through information gathered using the USFWS Information for Planning and Consultation (IPaC) internet-based consultation tool. These effects determinations along with supporting documentation will be provided to the USACE to facilitate consultation and USFWS concurrence with the respective listed species effects determinations. Effects determinations of "no effect" or "may affect, not likely to adversely affect" will be based upon documentation of lack of appropriate habitat and/or published effects determinations keys.

Field surveys for Everglades snail kite occurrences and Eastern black rail habitat along with roosting surveys for the Florida bonneted bat will be conducted as part of this task. Preliminary surveys for suitable habitat that could support Everglades snail kite or Eastern black rail indicate that these species are unlikely to occur. However, further evaluation and documentation is necessary to support that conclusion and establish a "no effect" determination for the project. Florida bonneted bat roost surveys are necessary as part of this task to complement the acoustic surveys discussed below. Other species regulated by the USFWS include the bald eagle, protected through the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. Available data documenting known bald eagle nests will be reviewed during the permitting process and surveys for nesting bald eagles will be conducted as part of this task.

Other species regulated by the Florida Fish and Wildlife Conservation Commission (FWC) include the gopher tortoise, Florida sandhill crane, and Florida burrowing owl. Gopher tortoises and burrowing owls are not expected to occur on the project site due to the lack of appropriate upland soils. However, certain areas, including boundaries where uplands outside the project area extend into the project area will be surveyed for gopher tortoises and burrowing owls approximately 90 days prior to land clearing activities to allow for permitting timeframes and relocation if necessary. Surveys for Florida sandhill crane will be conducted concurrently with the other species surveys as part of this task. RES will coordinate with FWC to determine avoidance measures necessary to protect nesting sandhill cranes during the nesting season if documented on the site.

Audubon's Crested Caracara and Florida Bonneted Bat Surveys

Cost estimates for Audubon's crested caracara surveys and Florida bonneted bat acoustic surveys are provided as additional tasks should they be required by the agencies. To avoid an effect determination of "may affect" that would result in project delays due to the need for formal consultation between USACE and USFWS, preparation of a Biological Opinion, an incidental take permit and potentially mitigation, the USACE and USFWS may require acoustic surveys for the Florida bonneted bat in addition to the roost surveys described above in order to concur with an effect determination of "may affect, not likely to adversely affect". Please note that if the regulatory agencies also require the detection of the tricolor bat (proposed for listing as endangered) during the acoustic surveys, the surveys must be conducted between March 1st and October 15th.

The USACE and USFWS may also require surveys for the Audubon's crested caracara to concur with an effect determination of "may affect, not likely to adversely affect". However, based upon other recent similar projects conducted by RES located northeast of Bartow and consisting of similar land cover and habitat where a caracara survey was not requested, it is anticipated that a caracara survey may not be required for this project. Should caracara surveys be required, the surveys must commence the first week of January and must proceed through end of April.

The need to conduct these surveys to obtain concurrency with an effect determination of "may affect, not likely to adversely affect" will be determined during informal consultation between the USACE and USFWS. The estimated cost for these services is provided in the table below. The cost for caracara surveys is based upon the number of survey stations that must be established in available potential foraging habitat located within 1500 meters of a project. However, because not all areas of suitable habitat have public access, the number of survey stations can vary. Therefore, the cost for a caracara survey is provided as a range based upon 10 to 25 stations.

TABLE 1 – TASK 3 COSTS

Task 3.A.1 – Protected Species Surveys & Effects Determinations	$36,348
Task 3.A.2 (if required) – Bonneted Bat Acoustic Survey	$25,000
Task 3.A.3 (if required) – Caracara Survey	$103,600 to $244,000
Total	$169,947 to $305,348

RES will begin work only as each task is authorized to proceed by the City. We sincerely appreciate the opportunity to submit this proposal to the City of Winter Haven and look forward to your response. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Many thanks,



Matt Stahman, Project Principal

Angel Wynn, Project Manager

David Mahnken, Senior Ecologist

CC: Ansley Tilley, City of Winter Haven

Mark Bombard, Assistant Director, City of Winter Haven Water Department

Justin Freedman, RES General Manager

Brad Mitchell, RES Counsel, The Mitchell Firm, LLC

CHANGE ORDER AUTHORIZATION (COA)

This Change Order Authorization (COA) form is utilized when a change to a project increases the cost of the project by $5,000 or 1% of the amount of the original PO, whichever is more. If the original project amount was approved by the City Commission, allowing the City Manager to take any and all actions necessary to complete the project, then the COA may be approved by the City Manager.

*If the COA includes changes to the design or changes in the scope of work on a major City project, the COA must also be signed by the City Engineer or his designee.

Date 11/25/25 Purchase Order (PO) # 2025-00000145 CO# 2

Project Name / Bid # East Winter Haven Aquifer Recharge & Wetland Restoration (Bradco)

Vendor Name HGS, LLC

Account # 402-08-305-6301-UTL-2607 Project Code UTL-2607

Original PO Amount $ 1,506,179.00 Original # of Contract Days: 273

Total Cost of Previously Issued COs $ 187,700.00 Additional Contract Days: 0

Total Cost of this CO: $ 36,348.00 Additional Contract Days: 0

NEW PO amount inclusive of ALL change orders to date: $ 1,730,227.00

Reason needed: Protected species Habitat evaluation is a required survey to be completed on site development/restoration projects per section seven of the Endangered Species Act (ESA). The report will evaluate the effects determination of potential engendered species on the East Winter Haven Aquifer Recharge and Wetland Restoration (Bradco Farms) project.

AUTHORIZATIONS

Department Director: [signature] City Engineer*: N/A

**Date of Commission Approval: 2/10/2025

If applicable (or denote if this is listed as a line item in approved budget and approval not required)

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution R-25-52**: Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 foot wide north/south improved right-of-way consisting of the old West Lake Eloise Drive. **General Location:** Approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance of the Valhalla Subdivision and south of Shell Road; and

Resolution R-25-54: Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Page 521 through 524, Public Records of Polk County, Florida; and

Resolution R-25-55: Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision. **General Location**: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision.

BACKGROUND

As part of the development of the Harmony neighborhood generally located south of Lake Lulu and west of Lake Eloise, the developer, Forestar (USA) Real Estate Group, Inc., envisioned a realignment of West Lake Eloise Drive to improve safety, increase the developable area east of the roadway, and improve the overall aesthetic. With the realignment of West Lake Eloise Drive now complete, Forestar is seeking to clean up old rights-of-way and easements to facilitate the ongoing development of their project. Specifically, the three requests are:

- Vacation of West Lake Eloise Drive right-of-way. Forestar requests the City vacate, abandon, renounce and disclaim the public's right in, to, and upon a 40 to 60-foot wide, approximately

3,300±-foot long, section of improved right of way commonly known as West Lake Eloise Drive. The Right-of-Way was dedicated as part of the Lake Eloise Subdivision plat in 1914. The developer seeks the vacation of the right-of-way to facilitate future development of the Harmony on Lake Eloise Subdivision Phase 3B & Phase 5. The recently completed new realignment shifts the road to the west and was platted as part of the Harmony on Lake Eloise Phase 3A Subdivision plat, as recorded in Plat Book 208, Pages 23-28. The new road realignment is currently open and operating as West Lake Eloise Drive. The old section of West Lake Eloise Drive has been blocked off and is currently not utilized by the public. To clean up a remnant section of right-of-way located adjacent to the Valhalla Subdivision, staff extended the vacation request to include an additional 230± feet.

Public or franchised utility infrastructure within the old R-O-W section has been abandoned or relocated. City Departments and franchised utility providers have no objection to the vacation provided new easements will be granted if necessary.

- Vacation of public utility easement. On December 11, 2006, the City was granted a 45 foot wide, 3,966± foot long north/south perpetual easement to excavate, construct, and maintain underground water and sanitary sewer lines or other underground works or utilities of a municipal or public nature, as recorded in the Official Record Book 7132, Page 521-524 of the Public Records of Polk County, Florida. The owner of these lands, Forestar (USA) Real Estate Group Inc. has arranged for the relocation and abandonment of all utilities within the easement, and is requesting the City vacate and release the easement to allow for the construction and development of Harmony on Lake Eloise Phase 3B and Phase 5.

  As part of the easement vacation process, the City has contacted the local utility companies as well as the City Engineering and Utilities Departments, no objection letters were received. As part of the redevelopment of this land, any abandoned/inactive utilities located within the easement area will be removed at the developer's expense.

- Acceptance of improvements dedicated by the Harmony Phase 3A Plat. Forestar requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as notated on the plat for Harmony on Lake Eloise Phase 3A. The subdivision consists of 33.19± acres and is generally located west of West Lake Elosie Drive, north of Harmony on Lake Eloise Phase Two Subdivison. The subdivison contains no building lots and five (5) common lots consisting of stormwater retention, and open space; however, the subdivision dedicates to the City, a 100-foot wide right-of-way containing the realignment of West Lake Eloise Drive. All drainage conveyances and stormwater management areas will be maintained by the CDD.

On August 26, 2024, the City Commission approved Resolution R-24-35 platting Harmony on Lake Eloise Phase 3A; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Forestar (USA) Real Estate Group, Inc., submitted a Performance Bond Issued by Atlantic Specialty Insurance Company in the amount of $3,380,922.21 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete work included earthwork, sanitary sewer, potable water, reuse water, landscaping, stormwater management, paving, final roadway construction, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the roadway, water, wastewater, and reuse utilities can now be accepted by the City.

FINANCIAL IMPACT

There is no direct financial impact as a result of these requests.

STRATEGIC PLAN ALIGNMENT

These are approvals of a right-of-way vacation, an easement vacation, and an approval of a performance bond release for an approved subdivision plat and are not specifically defined as a goal or strategy in the Strategic Plan. However, they are generally aligned with the Economic Sustainability, Infrastructure, and Responsible Government Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolutions R-25-52, R-25-54, and R-25-55 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Resolution R-25-52 (Right-of-way vacation)
- Resolution R-25-54 (Easement vacation)
- Resolution R-25-55 (Bond release and subdivision acceptance)

Space for Recording

RESOLUTION R-25-52

A RESOLUTION VACATING A PORTION OF AN IMPROVED PUBLIC RIGHT-OF-WAY CONSISTING OF A 40 TO 60 FOOT WIDE NORTH/SOUTH PLATTED RIGHT-OF-WAY LYING WEST OF LOTS 1, 4, 5, 8, 9, 12, 13, & 16, AND LYING EAST OF LOTS 2, 3, 6, 7, 10, 11, & 15 AS SHOWN IN THE LAKE ELOISE SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF POLK COUNTY FLORIDA, LYING IN SECTION 04, TOWNHSIP 29 SOUTH, RAGE 26 EAST, POLK COUNTY FLORIDA, AND LYING WEST OF THE NORTHERN 230 FEET OF THE PARK TRACT OF THE VALHALLA SUBDIVISION AS RECORDED IN PLAT BOOK 67, PAGE 34 LYING PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND EAST OF TRACT Q OF THE HARMONY ON LAKE ELOISE PHASE 3A SUBDIVISION AS RECORDED IN PLAT BOOK 208, PAGES 23-28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: The improved Right-of-Way located approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance to the Valhalla Subdivision and south of Shell Road)

WHEREAS, Forestar (USA) Real Estate Group Inc. (hereinafter Developer) requests that the City Commission of City of Winter Haven, Florida, a municipal corporation close, abandon, and vacate a portion of the improved right-of-way known as West Lake Eloise Drive consisting of a 40 foot wide, approximately 3,302.2± foot long north/south platted Right-of-Way, lying west of lots 1, 4, 5, 8, 9, 12, 13, & 16 and east of lots 2, 3, 6,7,10, 11 & 15, as shown in the Lake Eloise Subdivision, as recorded in Plat book 3, page, 57, public records, of Polk County, Florida, lying in Section 04, Township 29 South, Range 26 East Polk County Florida and as depicted on the map on Page 1 of Exhibit "A" attached hereto and as described on Page 2 of Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer acquiesced with Staff's request to extend the request to include a 60 foot wide north/south section of an improved Right-of-Way lying west of the northern 230± feet of the Park Tract of the Valhalla subdivision as recorded in Plat Book 67, Page 34, Public Records of Polk County, Florida lying in Section 09, Township 29 south, Range 26 east, Polk County, Florida and East of Tract Q of the Harmony on Lake Eloise

Phase 3A Subdivision as recorded in Plat Book 208, Pages 23-28, Public Records of Polk County, Florida lying in Section 04, Township 29 south, Range 26 east, Polk County, Florida and as depicted on the map on Page 1 of Exhibit "A" and as described on Page 2 of Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Developer, also requests that the City renounce and disclaim any right of the public in, to, and upon the said portion of said improved rights-of-way and the land in connection there with as depicted and described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, no property owners owning property adjacent and/or contiguous to the Rights-of-Way proposed to be vacated herein will be burdened nor will the provision of the necessary municipal services be negatively impacted by the vacation of the subject Rights-of-Way; and

WHEREAS, the City Commission finds that vacating the above referenced Rights-of-Way is in the best interest of the citizens and residents of the City of Winter Haven, Florida.

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

1. That the certain sections of improved rights-of-way as depicted and described on Exhibit "A" which is attached hereto as Exhibit "A" and incorporated herein by reference are hereby vacated, abandoned, and closed and all rights of the public in and to said improved rights-of-way are hereby renounced.

2. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

3. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

4. This Resolution shall become effective immediately upon passage of Resolution R-25-55 which accepts improvements to be dedicated to the City as part of the Harmony Phase 3A Subdivision Plat.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 8th day of December, 2025

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 2

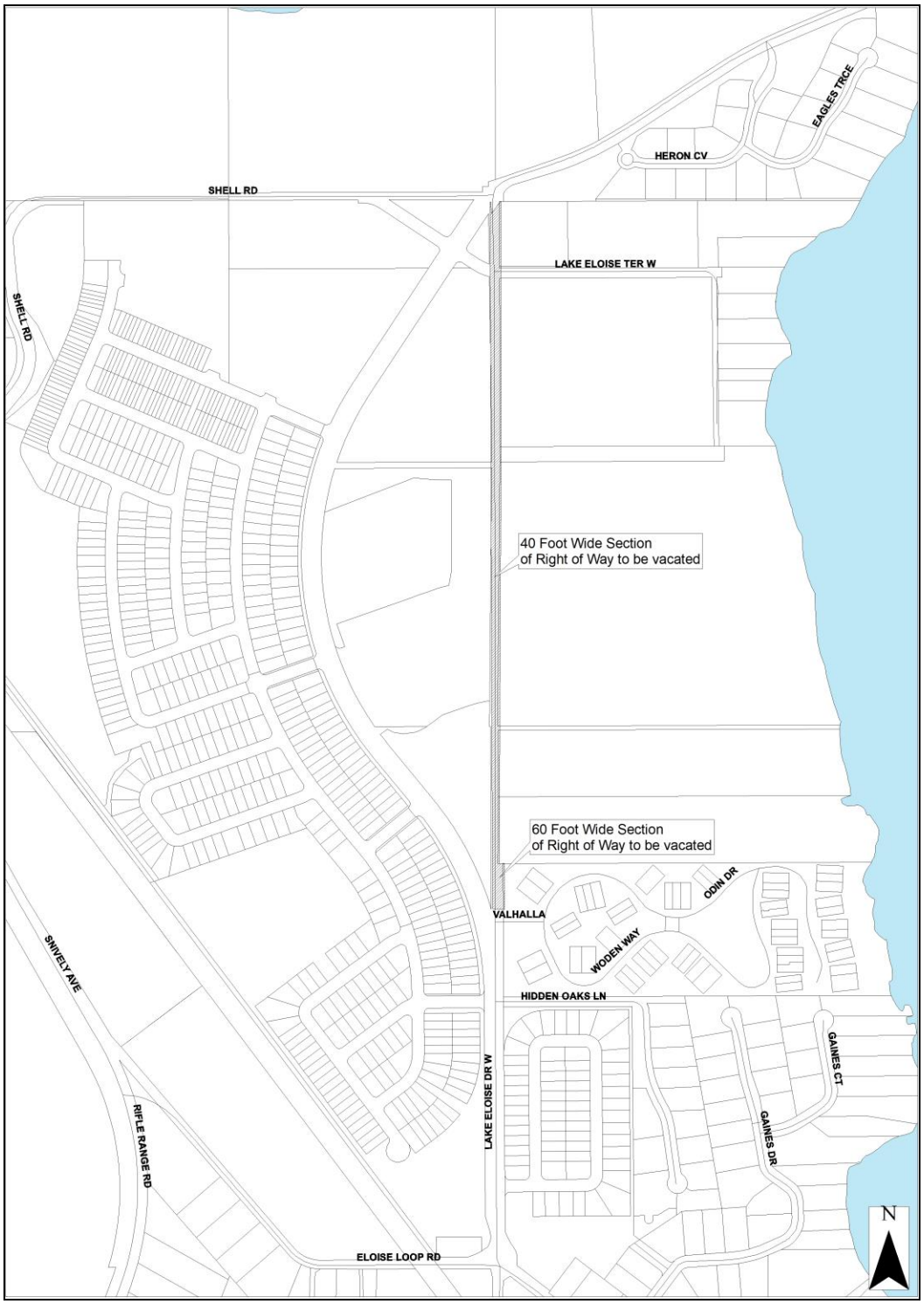


Exhibit “A”
Page 2 of 2

Legal Description of improved right-of-way to be vacated

A parcel of land lying within Section 04, Township 29 South, Range 26 East, Polk County, Florida and being further described as follows:

The 40-foot north/south platted right-of-way lying west of lots 1, 4, 5, 8, 9, 12, 13, & 16, and lying east of lots 2, 3, 6, 7, 10, 11, & 15 as shown in the Lake Eloise Subdivision, as Recorded in Plat Book 3, Page 57, Public Records of Polk County, Florida

A parcel of land lying within Section 04, Township 29 South, Range 26 East, Polk County, Florida and being further described as follows:

60 foot wide north/south section of improved Right-of-Way lying west of the northern 225.96± feet of the Park Tract of the Valhalla subdivision as recorded in Plat Book 67, Page 34 lying in Section 09, Township 29 south, Range 26 east, Polk County, Florida and East of Tract Q of the Harmony on Lake Eloise Phase 3A Subdivision as recorded in Plat Book 208, Pages 23-28, Public Records of Polk County, Florida lying in Section 04, Township 29 south, Range 26 east, Polk County, Florida

DATE: December 2, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: **Resolution R-25-53:** Naming an unnamed north/south running right-of-way generally located north of Old Lucerne Park Road and south of Greppen Pass, as platted by the Lake Lucerne Phase 6 Subdivision, as Greppen Pass.

BACKGROUND

To serve the Lake Lucerne II Subdivision an existing 50-foot unnamed, unimproved right-of-way extending north from Old Lucerne Park Road was improved to City standards for public use. As this platted right-of-way was already in existence when Lake Lucerne II was platted in October 2022, it was not included in the subdivision plat; and therefore, not officially named. This unnamed roadway connects to Greppen Pass which is a short right-of-way stub-out platted as part of the Lake Lucerne Phase 6 Subdivision.

Polk County E-911 Addressing recently contacted the City regarding the need to formally name the unnamed roadway to improve emergency response. As this roadway connects to the existing Greppen Pass, it was determined this is the best name to assign to it as it represents an extension of Greppen Pass. Additionally, there are nine houses accessing this roadway, each was previously assigned a Greppen Pass address.

Should Resolution R-25-53 be approved by the City Commission, the Polk County E-911 Addressing Office will notify affected emergency response agencies and other government agencies. The Addressing Office will also coordinate the posting of appropriate roadway signs with the City's Streets and Drainage Division once approved.

STRATEGIC PLAN ALIGNMENT

This request assigns a name to an unnamed roadway, and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Infrastructure and Responsible Government Strategic Pillars.

FINANCIAL IMPACT

There will be a small financial impact to cover the cost of adding proper street name signage at the intersection with Old Lucerne Park Road which will be accounted for in funding from the Streets budget for sign materials.

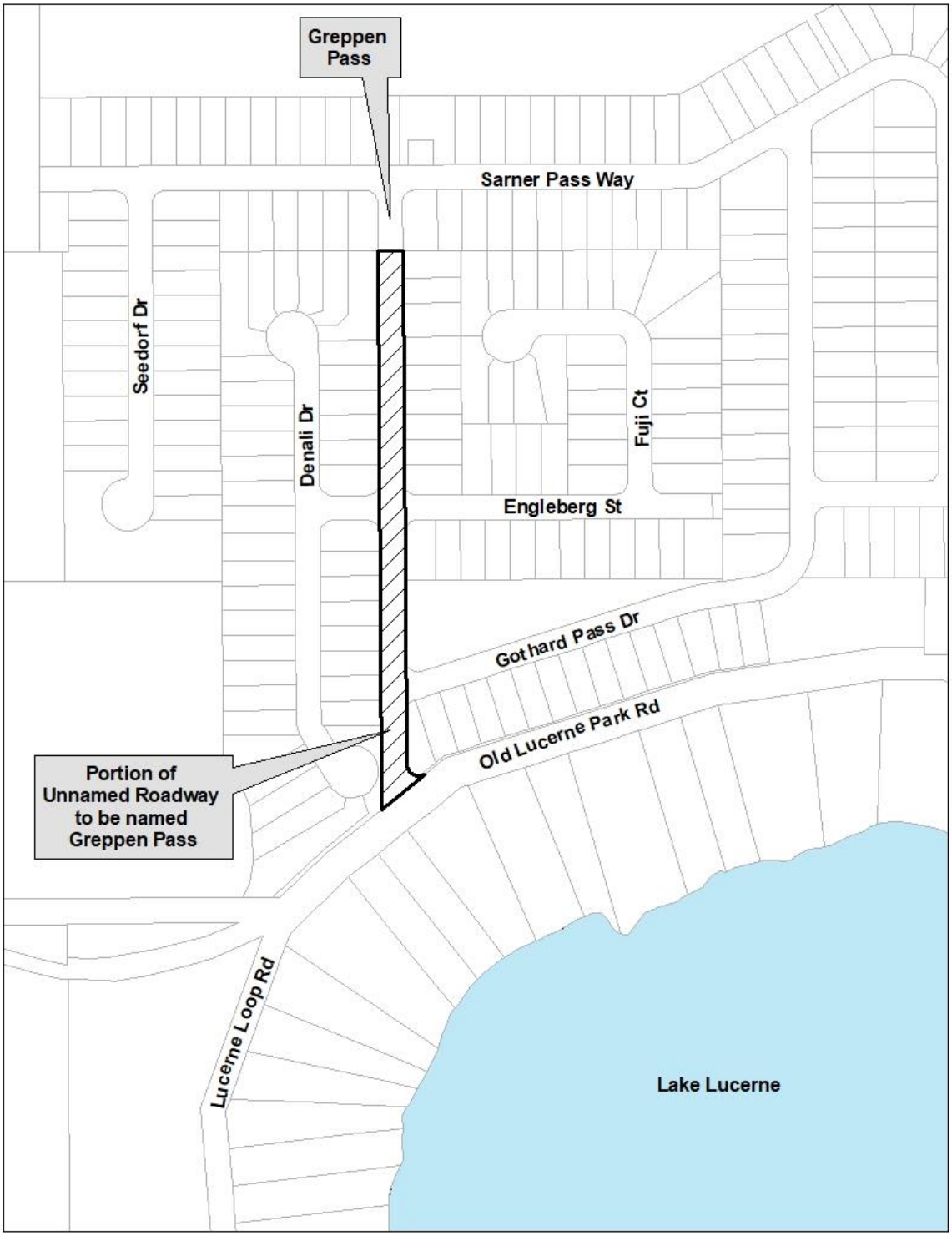
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-53 and authorize the City Manager or his designeee to take all necessary actions related thereto.

ATTACHMENTS

- Greppen Pass Location Map
- Resolution R-25-53

Greppen Pass Location Map



RESOLUTION R-25-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA NAMING AN UNNAMED NORTH/SOUTH RUNNING ROADWAY LOCATED BETWEEN OLD LUCERNE PARK ROAD AND GREPPEN PASS AS GREPPEN PASS; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, October 27, 2025, a request was received from Polk E-911 Addressing to assign Greppen Pass to an unnamed roadway; and

WHEREAS, the Subdivision Plat for the Lake Lucerne Phase 6 sets forth a street named Greppen Pass which connects to the unnamed roadway; and

WHEREAS, there are nine (9) building lots fronting on the unnamed roadway with each being previously assigned an address of Greppen Pass; and

WHEREAS, the City Commission finds that naming the unnamed roadway extending south from the platted terminus of Greppen Pass to Old Lucerne Park Road is in the best interests of the residents and citizens of the City of Winter Haven and promotes the health, safety and welfare of the citizens and residents of the City.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That the unnamed north/south running roadway located between Old Lucerne Park Road and Greppen Pass, and as depicted on Exhibit “A”, is hereby named to Greppen Pass effective immediately upon the effective date of this Resolution.

3. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

4. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

5. This Resolution shall take effect immediately upon passage and the City Manager is authorized to coordinate the street renaming authorized herein with Polk County E9-1-1 Addressing and the installation of new street name signs and other necessary actions related thereto.

6. A certified copy of this Resolution shall be recorded in the public records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 8th day of December, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

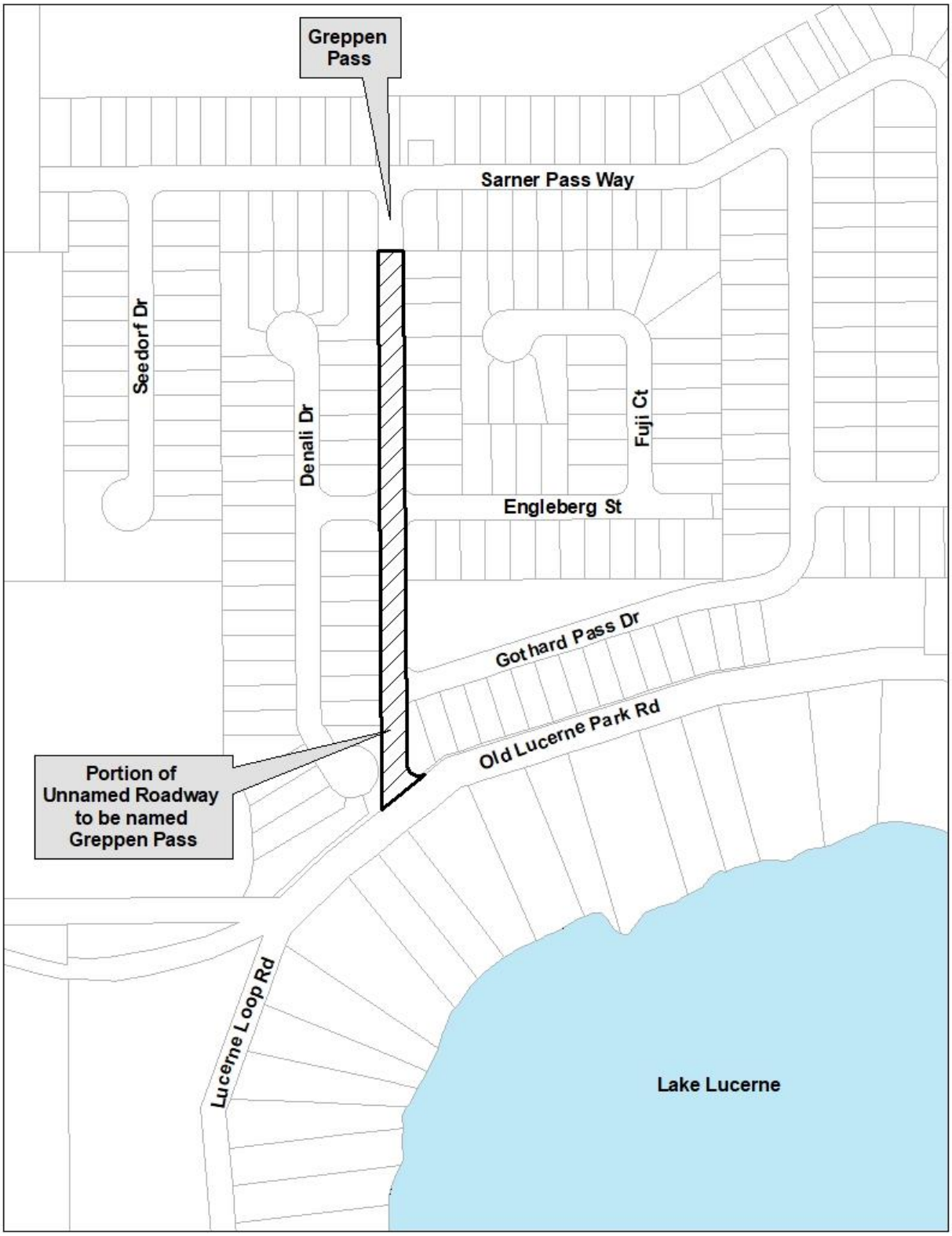
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


Greppen Pass
Sarner Pass Way
Seedorf Dr
Denali Dr
Fuji Ct
Engleberg St
Gothard Pass Dr
Old Lucerne Park Rd
Portion of Unnamed Roadway to be named Greppen Pass
Lucerne Loop Rd
Lake Lucerne

DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution R-25-52**: Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 foot wide north/south improved right-of-way consisting of the old West Lake Eloise Drive. **General Location:** Approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance of the Valhalla Subdivision and south of Shell Road; and

Resolution R-25-54: Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Page 521 through 524, Public Records of Polk County, Florida; and

Resolution R-25-55: Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision. **General Location**: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision.

BACKGROUND

As part of the development of the Harmony neighborhood generally located south of Lake Lulu and west of Lake Eloise, the developer, Forestar (USA) Real Estate Group, Inc., envisioned a realignment of West Lake Eloise Drive to improve safety, increase the developable area east of the roadway, and improve the overall aesthetic. With the realignment of West Lake Eloise Drive now complete, Forestar is seeking to clean up old rights-of-way and easements to facilitate the ongoing development of their project. Specifically, the three requests are:

- Vacation of West Lake Eloise Drive right-of-way. Forestar requests the City vacate, abandon, renounce and disclaim the public's right in, to, and upon a 40 to 60-foot wide, approximately

3,300±-foot long, section of improved right of way commonly known as West Lake Eloise Drive. The Right-of-Way was dedicated as part of the Lake Eloise Subdivision plat in 1914. The developer seeks the vacation of the right-of-way to facilitate future development of the Harmony on Lake Eloise Subdivision Phase 3B & Phase 5. The recently completed new realignment shifts the road to the west and was platted as part of the Harmony on Lake Eloise Phase 3A Subdivision plat, as recorded in Plat Book 208, Pages 23-28. The new road realignment is currently open and operating as West Lake Eloise Drive. The old section of West Lake Eloise Drive has been blocked off and is currently not utilized by the public. To clean up a remnant section of right-of-way located adjacent to the Valhalla Subdivision, staff extended the vacation request to include an additional 230± feet.

Public or franchised utility infrastructure within the old R-O-W section has been abandoned or relocated. City Departments and franchised utility providers have no objection to the vacation provided new easements will be granted if necessary.

- Vacation of public utility easement. On December 11, 2006, the City was granted a 45 foot wide, 3,966± foot long north/south perpetual easement to excavate, construct, and maintain underground water and sanitary sewer lines or other underground works or utilities of a municipal or public nature, as recorded in the Official Record Book 7132, Page 521-524 of the Public Records of Polk County, Florida. The owner of these lands, Forestar (USA) Real Estate Group Inc. has arranged for the relocation and abandonment of all utilities within the easement, and is requesting the City vacate and release the easement to allow for the construction and development of Harmony on Lake Eloise Phase 3B and Phase 5.

  As part of the easement vacation process, the City has contacted the local utility companies as well as the City Engineering and Utilities Departments, no objection letters were received. As part of the redevelopment of this land, any abandoned/inactive utilities located within the easement area will be removed at the developer's expense.

- Acceptance of improvements dedicated by the Harmony Phase 3A Plat. Forestar requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as notated on the plat for Harmony on Lake Eloise Phase 3A. The subdivision consists of 33.19± acres and is generally located west of West Lake Elosie Drive, north of Harmony on Lake Eloise Phase Two Subdivison. The subdivison contains no building lots and five (5) common lots consisting of stormwater retention, and open space; however, the subdivision dedicates to the City, a 100-foot wide right-of-way containing the realignment of West Lake Eloise Drive. All drainage conveyances and stormwater management areas will be maintained by the CDD.

On August 26, 2024, the City Commission approved Resolution R-24-35 platting Harmony on Lake Eloise Phase 3A; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Forestar (USA) Real Estate Group, Inc., submitted a Performance Bond Issued by Atlantic Specialty Insurance Company in the amount of $3,380,922.21 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete work included earthwork, sanitary sewer, potable water, reuse water, landscaping, stormwater management, paving, final roadway construction, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the roadway, water, wastewater, and reuse utilities can now be accepted by the City.

FINANCIAL IMPACT

There is no direct financial impact as a result of these requests.

STRATEGIC PLAN ALIGNMENT

These are approvals of a right-of-way vacation, an easement vacation, and an approval of a performance bond release for an approved subdivision plat and are not specifically defined as a goal or strategy in the Strategic Plan. However, they are generally aligned with the Economic Sustainability, Infrastructure, and Responsible Government Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolutions R-25-52, R-25-54, and R-25-55 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Resolution R-25-52 (Right-of-way vacation)
- Resolution R-25-54 (Easement vacation)
- Resolution R-25-55 (Bond release and subdivision acceptance)

Space for Recording

RESOLUTION R-25-54

A RESOLUTION TERMINATING, ABANDONING, VACATING, AND RELEASING A 45-FOOT UTILITY EASEMENT IN FAVOR OF THE CITY OF WITNER HAVEN AS RECORDED IN OFFICAL RECORDS BOOK 7132, PAGES 521 - 524 PUBLIC RECORDS OF POLK COUNTY FLORIDA; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: the utility easement located approximately 1,800 feet north of Eloise Loop Road, west of the Valhalla Subdivision and south of Shell Road)

WHEREAS, on December 11, 2006 the city was granted a 45-foot wide, 3,966-foot long north/south perpetual utility easement to install, operate and maintain underground water and sewer utility lines or other underground works or utilities of a municipal or public nature, as recorded in Official Records Book 7132, Pages 521-524, Public Records of Polk County Florida and as described in that Easement attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Forestar (USA) Real Estate Group Inc. (hereinafter Developer) requests that the City Commission of the City of Winter Haven, Florida, a municipal corporation, terminate, abandon, vacate, and release said utility easement consisting of a 45-foot wide, 3,966± foot long north/south strip of land lying south of Shell Road and west of the Valhalla Subdivision entrance as described in that Easement recorded in Official Records Book 7132, Pages 521-524, Public Records of Polk County Florida and attached hereto as Exhibit A and as depicted on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, all public and franchised utility infrastructure within the Easement being terminated, abandoned, vacated, and released herein has been relocated, removed, or abandoned, and new easements will be provided at no cost to the City if necessary; and

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

1. The above recitals are incorporated herein as the factual basis for the passage of this Resolution.

2. The City Commission does herby terminate, abandon, vacate, and release the Easement in, over, and upon the lands described and in the Easement attached hereto as Exhibit "A" and incorporated herein by reference and as illustrated and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

3. If any provision or portion of this Resolution is declared by any court or competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

4. All Resolutions in conflict with this Resolution are hereby repealed in order to give this Resolution full force and effect.

5. The administrative correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or remodified copy of same with the City Clerk.

6. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 8th day of December, 2025

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 4

Prepared by:
City of Winter Haven
Technical Services Department
Engineering Division
P.O. Box 2277
353 Sixth Street SW
Winter Haven, Fl. 33880

Return to:
City Clerk's Office
City of Winter Haven
P.O. Box 2277
451 Third Street, Northwest
Winter Haven, FL 33880

INSTR # 2007008098
BK 07132 PGS 0521-0524 PG(s)4
RECORDED 01/10/2007 04:21:37 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 0.70
RECORDING FEES 35.50
RECORDED BY J Caceres

PARCEL ID. # 262904664000000020
#262904664000000030
#262904664000000100
#262909000000031000

EASEMENT

THIS EASEMENT made this 11th Day of December A.D. 2006, between Thelma C. Raley Inc., P.O. Box 1112, Winter Haven, Florida 33882 as the Grantor, and the CITY OF WINTER HAVEN, a municipal corporation under the laws of the State of Florida, its post office address being P.O. Box 2277, 451 Third Street Northwest, Winter Haven, Florida, as the Grantee.

WITNESSETH: That the Grantor, in consideration of the sum of Ten Dollars; and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement to install, operate, maintain an

UNDERGROUND WATER AND SEWER UTILITIES

and access in, upon and through the following described land in Polk County, Florida, to-wit:

See Attachment "A"

The Grantor reserves the right to use the surface over the easement so long as it does not interfere with the Grantee's use of the easement for installation, operation and maintenance thereof.

This easement is granted by Grantor and accepted by Grantee subject to the following conditions that Grantee, by its acceptance hereof, covenants an agrees to perform:

1. To use the said easement with due care;

2. To cause no unreasonable obstruction in the Grantor's surface use of Grantor's lands an appurtenances, it being agreed that Grantee may cause temporary obstruction in the Grantor's use of Grantor's lands in the event of necessary repairs and maintenance of the utilities;

Exhibit "A"
Page 2 of 4

3. To limit the use of such easement to the installation of subterranean water and sewer lines, and for the subsequent maintenance and repair of such facilities, it being specifically understood and agreed that in no event shall this easement be construed to permit ingress and egress over such lands by the general public or by Grantee except for the limited purposes set forth in this Agreement;

4. To indemnify and hold Grantor harmless from any and all claims for the payment of any compensation or damages for injury to persons (including wrongful death) or damage to property or damages for injury to persons (including wrongful death) or damage to property or otherwise resulting from the use by grantee of the easement granted in this Agreement, the maintenance of any facilities contemplated by Grantee, or any breach of Grantee of the terms hereof, together with any and all court costs and attorney's fees incurred by Grantor in connection with such claims. This provision shall not be construed to constitute a waiver of Grantee's sovereign immunity under the laws of the State of Florida; and for the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, negligence, statutory liability, strict liability, product liability or otherwise;

5. In the event of the erosion or subsidence of surface structures on adjacent lands caused by the installation, maintenance, use of repair of any facilities referenced herein, Grantee agrees to restore the surface area to its condition preceding such erosion or subsidence caused by Grantee.

6. The easement grant is for the benefit of Grantee only and does not authorize the Grantee to allow other utility providers to utilize the easement area.

IN WITNESS WHEREOF the Grantor has hereunto set his / her / their hand and seal this 11th day of December, A.D. 200 6

Signed, sealed, and delivered
In the presence of:

SIGNATURE Venetta G Patterson
PRINT witness Venetta G Patterson
SIGNATURE Alison A. Taylor
PRINT witness Alison A. Taylor

SIGNATURE (Seal)
PRESIDENT
PRINT W. Lindsay Racey (Seal)
Grantor
SIGNATURE (Seal)
PRINT (Seal)
Grantor

Note: Two (2) ***witness*** signatures required, notary on reverse side may sign as a witness above.

Exhibit "A"
Page 3 of 4

STATE OF Floride

COUNTY OF Polk

Before me, the undersigned authority, this day personally appeared W. Lindsay Raley

_____ and _____,

to me well known and known to me to be the individual X described in and/or produced _____

_____ as identification and who executed the forgoing instrument, and they severally acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of December, A.D. 2006

My Commission expires:

Dec 07, 2007

Alison A. Taylor
Commission #DD273388
Expires: Dec 07, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Alison A. Taylor

Notary Public in and for the State of Floride at Large.

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____

_____ and _____,

to me well known and known to me to be the individual__ described in and/or produced _____

_____ as identification and who executed the forgoing instrument, and they severally acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, A.D. 200____

My Commission expires:

_____ _____

Notary Public in and for the State of _____ at Large.

EASEMENT UTILITIES THELMA RALEY PROPERTY W LK ELOISE DR November 17, 2006

Book7132/Page523 CFN#2007008098 Page 3 of 4

Exhibit "A"
Page 4 of 4

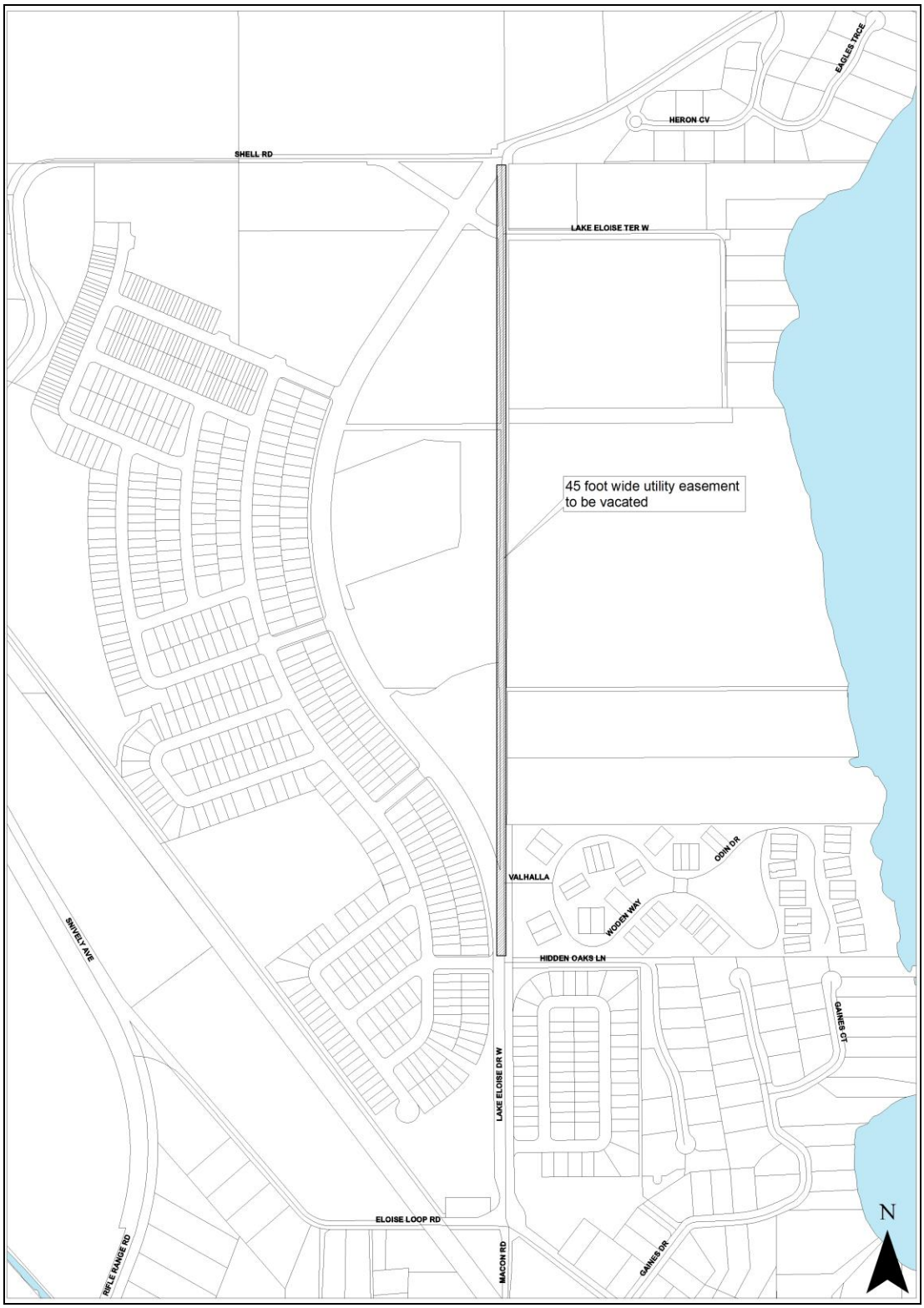
Attachment "A"

Thelma C. Raley Inc. property, W. Lake Eloise Dr.

Begin at the Northeast Corner of the Southwest ¼ of Section 04, Township 29 South, Range 26 East, Polk County, Florida; Thence Westerly, 45± feet along the North Boundary of said Southwest ¼; Thence Southerly, 2640± feet parallel to the East Boundary of said Southwest ¼ to the North Boundary of Section 09, Township 29 South, Range 26 East; Thence continue Southerly, 1326± feet to the South Boundary of the Northeast ¼ of the Northwest ¼ of said Section 09; Thence Easterly, 45± feet to the Southeast Corner of said Northeast ¼ of the Northwest ¼ of Section 09; Thence Northerly, 1326± feet to the Northeast Corner of aforesaid Northeast ¼ of the Northwest ¼ of Section 09; Thence continue Northerly, 2640± feet to the **Point of Beginning; Less Right-of-Way of West Lake Eloise Drive.**

EASEMENT UTILITIES THELMA RALEY PROPERTY W LK ELOISE DR November 17, 2006

Exhibit "B"
Page 1 of 1



DATE: November 24, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution R-25-52**: Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 foot wide north/south improved right-of-way consisting of the old West Lake Eloise Drive. **General Location:** Approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance of the Valhalla Subdivision and south of Shell Road; and

Resolution R-25-54: Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Page 521 through 524, Public Records of Polk County, Florida; and

Resolution R-25-55: Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision. **General Location**: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision.

BACKGROUND

As part of the development of the Harmony neighborhood generally located south of Lake Lulu and west of Lake Eloise, the developer, Forestar (USA) Real Estate Group, Inc., envisioned a realignment of West Lake Eloise Drive to improve safety, increase the developable area east of the roadway, and improve the overall aesthetic. With the realignment of West Lake Eloise Drive now complete, Forestar is seeking to clean up old rights-of-way and easements to facilitate the ongoing development of their project. Specifically, the three requests are:

- Vacation of West Lake Eloise Drive right-of-way. Forestar requests the City vacate, abandon, renounce and disclaim the public's right in, to, and upon a 40 to 60-foot wide, approximately

3,300±-foot long, section of improved right of way commonly known as West Lake Eloise Drive. The Right-of-Way was dedicated as part of the Lake Eloise Subdivision plat in 1914. The developer seeks the vacation of the right-of-way to facilitate future development of the Harmony on Lake Eloise Subdivision Phase 3B & Phase 5. The recently completed new realignment shifts the road to the west and was platted as part of the Harmony on Lake Eloise Phase 3A Subdivision plat, as recorded in Plat Book 208, Pages 23-28. The new road realignment is currently open and operating as West Lake Eloise Drive. The old section of West Lake Eloise Drive has been blocked off and is currently not utilized by the public. To clean up a remnant section of right-of-way located adjacent to the Valhalla Subdivision, staff extended the vacation request to include an additional 230± feet.

Public or franchised utility infrastructure within the old R-O-W section has been abandoned or relocated. City Departments and franchised utility providers have no objection to the vacation provided new easements will be granted if necessary.

- Vacation of public utility easement. On December 11, 2006, the City was granted a 45 foot wide, 3,966± foot long north/south perpetual easement to excavate, construct, and maintain underground water and sanitary sewer lines or other underground works or utilities of a municipal or public nature, as recorded in the Official Record Book 7132, Page 521-524 of the Public Records of Polk County, Florida. The owner of these lands, Forestar (USA) Real Estate Group Inc. has arranged for the relocation and abandonment of all utilities within the easement, and is requesting the City vacate and release the easement to allow for the construction and development of Harmony on Lake Eloise Phase 3B and Phase 5.

  As part of the easement vacation process, the City has contacted the local utility companies as well as the City Engineering and Utilities Departments, no objection letters were received. As part of the redevelopment of this land, any abandoned/inactive utilities located within the easement area will be removed at the developer's expense.

- Acceptance of improvements dedicated by the Harmony Phase 3A Plat. Forestar requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as notated on the plat for Harmony on Lake Eloise Phase 3A. The subdivision consists of 33.19± acres and is generally located west of West Lake Elosie Drive, north of Harmony on Lake Eloise Phase Two Subdivison. The subdivison contains no building lots and five (5) common lots consisting of stormwater retention, and open space; however, the subdivision dedicates to the City, a 100-foot wide right-of-way containing the realignment of West Lake Eloise Drive. All drainage conveyances and stormwater management areas will be maintained by the CDD.

On August 26, 2024, the City Commission approved Resolution R-24-35 platting Harmony on Lake Eloise Phase 3A; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Forestar (USA) Real Estate Group, Inc., submitted a Performance Bond Issued by Atlantic Specialty Insurance Company in the amount of $3,380,922.21 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete work included earthwork, sanitary sewer, potable water, reuse water, landscaping, stormwater management, paving, final roadway construction, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the roadway, water, wastewater, and reuse utilities can now be accepted by the City.

FINANCIAL IMPACT

There is no direct financial impact as a result of these requests.

STRATEGIC PLAN ALIGNMENT

These are approvals of a right-of-way vacation, an easement vacation, and an approval of a performance bond release for an approved subdivision plat and are not specifically defined as a goal or strategy in the Strategic Plan. However, they are generally aligned with the Economic Sustainability, Infrastructure, and Responsible Government Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolutions R-25-52, R-25-54, and R-25-55 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Resolution R-25-52 (Right-of-way vacation)
- Resolution R-25-54 (Easement vacation)
- Resolution R-25-55 (Bond release and subdivision acceptance)

Space for Recording

RESOLUTION R-25-55

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "HARMONY ON LAKE ELOISE PHASE 3A" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 208, PAGES 23 THROUGH 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision)

Whereas, that certain plat entitled "Harmony on Lake Eloise Phase 3A" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 26th day of August, 2024, by the passage of Resolution R-24-35; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that Subdivision known as "Harmony on Lake Eloise Phase 3A" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

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

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of December 8, 2025, of the dedications in favor of the Public/City of Winter Haven as set

forth on the said plat, roadways; water; wastewater; and reuse systems as such systems have passed all required tests, and all required certifications have been obtained, and the systems are fully operational pursuant to City standards in accordance with Chapter 177, Florida Statutes. The City is not accepting drainage systems and related infrastructure notated on the plat as that will remain the responsibility of the Harmony on Lake Eloise Community Development District.

2. The City Manager is hereby authorized to release the Performance Bond issued by Atlantic Specialty Insurance Company in the amount of $3,380,922.21 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 8th day of December, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

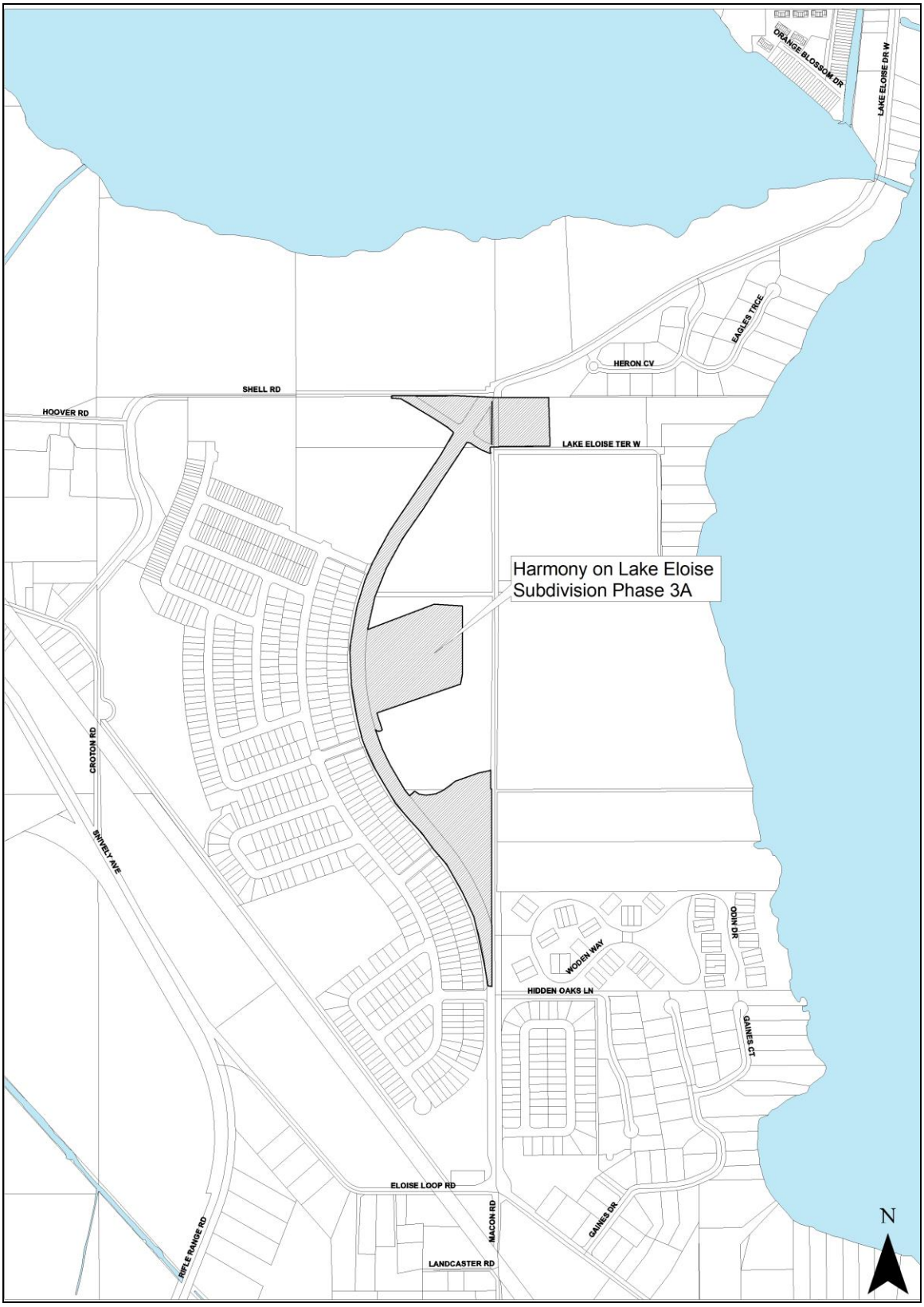
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


ORANGE BLOSSOM DR
LAKE ELOISE DR W
EAGLES TRCE
HERON CV
SHELL RD
HOOVER RD
LAKE ELOISE TER W
Harmony on Lake Eloise
Subdivision Phase 3A
CROTON RD
SNIVELY AVE
ODIN DR
WODEN WAY
HIDDEN OAKS LN
GAINES CT
ELOISE LOOP RD
MACON RD
GAINES DR
RIFLE RANGE RD
LANDCASTER RD
N

DATE: November 26, 2025

TO: Honorable Mayor and City Commissioners

FROM: T. Michael Stavres, City Manager

SUBJECT: **Resolution R-25-56:** Re-Naming of Winter Haven Tennis Center.

BACKGROUND

The City does not have a formal policy or procedure for naming facilities in recognition of individuals who have made significant contributions to Winter Haven through their service and impact. The most recent facility naming considered and approved by the City Commission was the Rueben Williams Sports Complex, James "Schoolboy" Tugerson Baseball Fields (at Rueben Williams Sports Complex), and the Otis Birdsong Gymnasium (at the new Winter Haven Recreation & Cultural Center). These were approved via Resolution R-24-04 on January 8, 2024.

In 2017 the City began construction of new, state-of-the-art tennis and pickleball facility located on 3rd Street NW. This involved razing the entirety of the former tennis center. The new Winter Haven Tennis Center officially opened in May 2018.

Having been elected to the City Commission during a Special Election held April 2, 2013, and having been re-elected unopposed in 2013, 2017 and 2023, Commissioner Bradley T. Dantzler is the third longest tenured Commissioner, having served 12 years and 8 months, and has served in the role of Mayor for 8 years, which is longer than any other Mayor in Winter Haven's history. On August 25, 2025, Commissioner Dantzler announced that he would not seek re-election, thus he will officially leave office January 12, 2026.

Throughout his service as Mayor and City Commissioner, Commissioner Dantzler has been a strong supporter of improvements associated with City parks and recreation facilities. He was a driving catalyst and advocate in securing funding for the Winter Haven Tennis Center, and directly involved as a City Commission liaison during its design and construction. To this day he shares his expertise and insights on tennis and pickleball and continues to advocate for additional investments in new facilities to serve Winter Haven residents.

Resolution R-25-56 officially renames the current Winter Haven Tennis Center as the Bradley T. Dantzler Tennis Center, in recognition of his service to the citizens of Winter Haven as a City Commissioner and unwavering advocate for recreational facilities, programs, and opportunities.

FINANCIAL IMPACT

Aside from a minimal cost associated with changing the name on the entryway sign of the facility, there is no direct financial impact as a result of this request. The cost associated with the sign change will be absorbed within the Parks, Recreation & Culture FY26 budget.

STRATEGIC PLAN ALIGNMENT

The naming of a public facility is not specifically aligned with any particular goal or action strategy within the Strategic Plan. However, given that this recognition is associated with a recreational venue, it is most aligned with the Quality of Life Pillar.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-56 and authorize the City Manager or designee to take necessary actions related thereto.

ATTACHMENT

- Resolution R-25-56

RESOLUTION R-25-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA SUPPORTING, APPROVING, AND AUTHORIZING THE WINTER HAVEN TENNIS CENTER NAMING AS RECOMMENDED BY THE CITY OF WINTER HAVEN CITY COMMISSION AND CITY ADMINISTRATION AND DIRECTING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS IN ORDER TO ACCOMPLISH SAME; MAKING FINDINGS; PROVIDING SEVERABILITY; REPIEAL OF CONFLICTING RESOLUTIONS AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven desires to commemorate individuals who have made significant contributions to the community and recreation throughout the City of Winter Haven; and

WHEREAS, City Commissioner Bradley T. Dantzler was first elected to Seat #4 of the City of Winter Haven City Commission following a special election on April 2, 2013, and sworn into office on April 8, 2023; and

WHEREAS City Commissioner Bradley T. Dantzler was subsequently re-elected to the City of Winter Haven City Commission in 2017 and 2021, during which he ran unopposed; and

WHEREAS, City Commissioner Bradley T. Dantzler was elected by his fellow Commissioners to serve as the Mayor of the City of Winter Haven in 2016, 2018, 2019, 2020, 2021, 2022, 2023, and 2024, resulting in him having served as the Mayor of the City of Winter Haven for eight of his nearly 13 years on the City Commission; and

WHEREAS, on August 25, 2025, Commissioner Bradley T. Dantzler announced that he would not seek re-election to the City Commission for the term beginning January 2026; and

WHEREAS, through his time serving on the City Commission, City Commissioner Bradley T. Dantzler was a staunch supporter and advocate for the quality of life in Winter Haven through City investments in among other things major recreation-based capital improvements to include the AdventHealth Fieldhouse and Conference Center, Chain of Lakes Park, Winter Haven Recreation & Community Center, Reuben Williams Sports Complex, Sertoma Park, Lake Conine Nature Park, Lake Elbert Trail, MLK Park, South Central Park, Davis Park, and many others; and

WHEREAS, City Commissioner Bradley T. Dantzler, an unwavering advocate for tennis and pickleball facilities, was instrumental in securing funds for the new tennis center and directly involved as a City Commission Liaison in the overall project; and

WHEREAS, the City began redeveloping the City's former tennis facility in 2017 and officially opened the new Winter Haven Tennis Center in May 2018; and

WHEREAS, the new Winter Haven Tennis Center allowed for the City to expand recreational opportunities for residents through the creation of clay tennis courts and the addition of pickleball courts.

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

1. The above Whereas clauses are hereby incorporated into this Resolution and form a factual basis for the passage of this Resolution; and
2. The Winter Haven Tennis Center shall be officially re-named the Bradley T. Dantzler Tennis Center; and
3. The City Manager or his designee is hereby directed to take all necessary actions in order to accomplish the City venue naming established in this Resolution; and
4. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution. If for any reason any part of this Resolution is declared by any court of competent jurisdiction to be void,

unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect; and

5. All resolutions of parts of Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect; and

6. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the City Manager or his designee, without the need of consideration by the City Commission of the City, by filing a corrected copy of same with the City Clerk; and

7. This resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

BY: _____

Mayor-Commissioner
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

DATE: November 26, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Nancy Hurley, Affordable Housing Compliance Manager

SUBJECT: **Resolution R-25-57**: Re-appointments of Committee Members for the Affordable Housing Advisory Committee (AHAC)

BACKGROUND

Section III-303 of the Winter Haven Affordable Housing Advisory Committee By-Laws states, "Members shall be appointed for 2-year terms. Terms shall begin on January 1 and end on December 31. There are no limits on the number of subsequent terms that may be served."

The following members terms will expire on December 31, 2025.

- Mark Ferreira
- Carlos Unzueta
- Lisa Watkins
- Brad Beatty
- Hattie Wilson
- Ed Smith
- Abdurrahim Al-Khatib

All seven (7) members have expressed their desire to be re-appointed to the AHAC and have submitted the appropriate re-appointment forms to the City Clerk.

If re-appointed the above-mentioned members terms will commence January 1, 2026 and expire December 31, 2027.

FINANCIAL IMPACT

There is no financial impact for this item. However, failure to appoint and maintain an active Affordable Housing Advisory Committee may delay or eliminate future funding of the SHIP program.

STRATEGIC PLAN ALIGNMENT

This is a routine activity associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligns with the Quality of Life and Economic Sustainability Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-57 re-appointing members to the Affordable Housing Advisory Committee and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Resolution R-25-57
- Re-appointment Forms

RESOLUTION R-25-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; RE-APPOINTING MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS; FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance O-17-14, an ordinance amending Ordinance O-93-11, was adopted and passed by the City of Winter Haven City Commission on March 13, 2017; and

WHEREAS, Ordinance O-17-14 requires the appointment of an Affordable Housing Advisory Committee consistent with Section 420.9076 of the Florida Statutes to be by Resolution of the City Commission; and

WHEREAS, City staff desires for the City Commission to re-appoint members of the Affordable Housing Advisory Committee to be effective as of January 1, 2025.

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

1. The above recitals are incorporated herein as the factual basis for passage of this Resolution.

2. That the City Commission of the City of Winter Haven, Florida hereby r e - appoints, the following citizens to the Affordable Housing Advisory Committee:

A. A citizen who is actively engaged in the residential home building industry in connection with affordable housing – **Mark Ferreira**

B. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing – **Carlos Unzueta**

C. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing – **Lisa Watkins**

D. A citizen who is actively engaged as a not-for-profit provider of affordable housing – **Brad Beatty**

E. A citizen who is actively engaged as a real estate professional in connection with affordable housing – **Hattie Wilson**

F. A citizen who actively serves on the local planning agency pursuant to Section 163.3174 of the Florida Statutes– **Ed Smith**

G. A citizen who resides within the jurisdiction of the local governing body making the appointments – **Abdurrahim Al-Khatib**

3. The aforementioned Affordable Housing Advisory Committee Members shall serve two (2) year terms commencing January 1, 2026 and expiring December 31, 2027.

4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

6. Any sections of this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

7. This Resolution shall take effect immediately upon its passage and will remain in effect until repealed by the adoption of a subsequent resolution.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 8th day of December, 2025.

CITY OF WINTER HAVEN

_____
Nathaniel J. Birdsong Jr., Mayor

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., City Attorney

City of Winter Haven
City Clerk

Mark Ferreira

SENT VIA EMAIL
mark@habitateastpolk.org

NOVEMBER 12, 2025

Dear Mr. Ferreira,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):
    × _____ Date: 11/12/2025
    b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Carlos Unzueta

SENT VIA EMAIL
carlos.unzueta@gmail.com

NOVEMBER 12, 2025

Dear Mr. Unzueta,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
    a. If **not** submitting via email, print this letter, sign & date (required):

    ×_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: X
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Ms. Lisa Watkins

SENT VIA EMAIL
lwatkins@winterhavenhousing.com

NOVEMBER 12, 2025

Dear Ms. Watkins,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
   a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):
   × Lisi Jan Watkins Date: 11-19-2025
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

Mr. Brad Beatty **SENT VIA EMAIL** brad@heartawh.org

NOVEMBER 12, 2025

Dear Mr. Beatty,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (ü) one:** ✓ I wish to be reappointed ☐ I do not wish to be reappointed

2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)

3. **Select one of the following:**

   a. If not submitting via email, print this letter, sign & date (required):
   ü B Beatty Date: 11/12/2025

   b. If submitting via email with no signature, check **(ü)** here: ☐

4. **Return this letter (and *Board/Committee Appointment Information* application if applicable) in any of the following ways:**

   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5027
C 863.287.7521
vcastillo@mywinterhaven.com

City Clerk's Office
451 Third Street NW
Winter Haven, FL 33884

MYWINTERHAVEN.COM

City of Winter Haven
City Clerk

Ms. Hattie Wilson

SENT VIA EMAIL
hattie.wilson5@aol.com

NOVEMBER 12, 2025

Dear Ms. Wilson,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
   a. If **not** submitting via email, print this letter, sign & date (required):
   × _____ Date: 11/18/25
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Mr. Ed Smith

SENT VIA EMAIL
edsmith7847@gmail.com

NOVEMBER 12, 2025

Dear Mr. Smith,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
   a. If **not** submitting via email, print this letter, sign & date (required):

      x_____ Date: _____

   b. If submitting via email with no signature, check **(✓)** here: x
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

FILED W/ WH CITY CLERK
NOV 18 '25 AM10:28

Mr. Abdulrahim Al-Khatib

SENT VIA EMAIL
The-lecturer@msn.com

NOVEMBER 12, 2025

Dear Mr. Al-Khatib,

Thank you for having served on the City of Winter Haven's Affordable Housing Advisory Committee (AHAC). Your term will expire on December 31, 2025. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
   a. If **not** submitting via email, print this letter, sign & date (required):
   × _____ Date: 11/18/25
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

DATE: December 2, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
Michael Carnevale, Deputy City Manager

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Resolution R-25-58: Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

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BACKGROUND

On October 13, 2025 the City of Winter Haven received an unsolicited proposal from Six/Ten, LLC (Unsolicited Proposer) for the construction of a 292-space parking structure at the northeast corner of 3rd Street SW and Ave C SW in downtown Winter Haven.

Section 255.065 of the Florida Statutes (P3 Statute) governs public private partnerships, and the process by which unsolicited proposals are received, as a means by which public entities can deliver projects that serve a public benefit in a more time efficient and cost-effective manner. The construction and conveyance of a public parking structure is a "qualifying project", as defined by the aforementioned P3 Statute. Concurrent with the submittal of the unsolicited proposal, the applicant provided a $25,000 application fee, as provided for in the aforementioned P3 Statute, to cover the City's costs associated with review of the proposal and subsequent construction plans, as well as associated construction inspection services, and other related costs.

The unsolicited proposal details, in general, the Unsolicited Proposer's intent to design, construct, and deliver the completed parking structure to the City. The 4-story parking structure is proposed to be constructed on property currently owned by Urban Action, LLC, of which, the Unsolicited Proposer is a 50% owner. The Unsolicited Proposer will demonstrate control of the real property by entering into a Development Agreement with Urban Action, LLC.

As required by the P3 Statute, the City Commission conducted the first "duly noticed public meeting" on November 24, 2025 and provided opportunity for all affected public entities and members of the public to provide comments on the unsolicited proposal for the City Commission's consideration.

In accordance with the P3 Statute, at this "second duly noticed public meeting" the City Commission is afforded the opportunity to make certain findings in order to determine that the unsolicited proposal is in the public's interest. As such, Resolution R-25-58 has been prepared and addresses the following:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the unsolicited proposal.
3. The qualifications and experience of the Unsolicited Proposer that submitted the unsolicited proposal and such entity's ability to perform the project.
4. The project's compatibility with regional infrastructure plans.
5. Any public comments submitted at the first meeting. In that regard the City Commission must provide a statement that explains why the unsolicited proposal should proceed and address such comments, if any.

Resolution R-25-58 constitutes a "Report" that includes the public interest determination and the factors considered in making such public interest determination. If approved, this Report must be published in the Florida Administrative Register for at least seven (7) days. The Resolution also authorizes the City Manager to negotiate a Comprehensive Agreement with the Unsolicited Proposer detailing the respective parties' rights and responsibilities to deliver the completed parking structure to the City for use by the general public and such a Comprehensive Agreement will be presented to the City Commission at a third duly noticed meeting for consideration and approval.

NOTIFICATION

All notification requirements for this request have been met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. However, should the City Commission accept the unsolicited proposal and enter into a Comprehensive Agreement with the proposer at a third duly noticed public meeting, the total anticipated cost for delivery of the 292 space parking structure is $10,217,496.

STRATEGIC PLAN ALIGNMENT

The construction of a structured parking facility is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Sustainability Strategic Pillars. Additionally, it is consistent with the findings and recommendations of the Downtown Strategic Parking and Mobility Master Plan completed in 2022.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-58, direct staff to publish same to the Florida Administrative Register, and authorize the City Manager to negotiate a Comprehensive Agreement for future consideration by the City Commission.

ATTACHMENTS

- Resolution R-25-58
- Report of Public Comments Received
- Downtown Strategic Parking and Mobility Master Plan

RESOLUTION R-25-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RELATING TO PUBLIC PRIVATE PARTNERSHIPS; MAKING CERTAIN FINDINGS REGARDING AN UNSOLICITED PROPOSAL RECEIVED OCTOBER 13, 2025 FROM SIX/TEN, LLC FOR THE CONSTRUCTION OF A NEW CITY PARKING GARAGE TO BE GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF 3RD STREET SW AND AVENUE C SW; DETERMINING THE PROPOSAL FROM SIX/TEN, LLC TO BE IN THE PUBLIC'S INTEREST AND AUTHORIZING THE CITY TO PROCEED WITH THE UNSOLICITED PROPOSAL PURSUANT TO SECTION 255.065(3)(C), FLORIDA STATUTES (2025); ESTABLISHING A DATE FOR THE COMMENCEMENT OF ACTIVITIES RELATING TO THE NEW CITY PARKING GARAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A COMPREHENSIVE AGREEMENT FOR CONSTRUCTION, PURCHASE AND SALE; APPROVING A PUBLIC INTEREST DETERMINATION REPORT AND INSTRUCTING THE CITY MANAGER TO PUBLISH SAID REPORT IN THE FLORIDA ADMINISTRATIVE REGISTER AS REQUIRED BY LAW; REPEALING CONFLICTING RESOLUTIONS, IF ANY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven, Florida ("City") is a Florida municipal corporation organized pursuant to Article VIII, Section 2, of the Florida Constitution and Chapter 73-660, Laws of Florida, with all governmental, corporate, proprietary, and home rule powers to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City is a "responsible public entity" authorized to develop or operate a "qualifying project" pursuant to Chapter 2013-223, Laws of Florida, as amended and as presently codified in Section 255.065, Florida Statutes (2025), such law and statute being entitled and commonly known or referred to as the "public-private partnerships" act (the "P3 Act"); and

WHEREAS, on Monday, October 13, 2025, Six/Ten, LLC, a Florida limited liability company ("Six/Ten") submitted an "unsolicited proposal" ("Proposal") to the City pursuant to the P3 Act to construct and sell a new 292-space multi-level vehicle parking facility to the City, to be located at the Northeast corner of 3rd Street SW and Avenue C SW

("Parking Garage"), a copy of which is attached hereto and incorporated herein as Exhibit "A" to this Resolution; and

WHEREAS, the City Commission of the City of Winter Haven, Florida ("City Commission"), in its capacity as the elected governing body of the City, has reviewed the contents of the Proposal and determines that the Proposal contains all details, materials, and information required by Section 255.065(4), Florida Statutes (2025); and

WHEREAS, the proposed Parking Garage is a "vehicle parking facility" and "qualifying project" pursuant to the P3 Act, Section 255.065(1)(i)1., Florida Statutes (2025); and

WHEREAS, on Monday, October 13, 2025, Six/Ten, LLC paid an initial application fee to the City, concurrently with the submission of its Proposal as required by 255.065(3)(a)2., Florida Statutes (2025), in an amount determined by the City Manager to cover, at least in part, the City's costs to evaluate the Proposal ("Application Fee"); and

WHEREAS, the Six/Ten Proposal to construct and sell the Parking Garage to the City involves the disciplines of architecture, engineering, and landscape architecture, and the City either has made, or intends to make, provision, pursuant to Section 255.065(3)(a)5., Florida Statutes (2025), for a professional review of the design and construction of the Parking Garage proposed by Six/Ten to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects; and

WHEREAS, it is the specific intent of the City Commission that the professional secured by the City, or to be secured by the City, pursuant to Section 255.065(3)(a)5., Florida Statutes (2025), shall advise the City through completion of design and construction of said Parking Garage; and

WHEREAS, in pursuit of the qualifying project, and the benefits thereof to be afforded to the general public at large, the City Commission, on behalf of the City, desires to proceed under the P3 Act with procurement of the Parking Garage as described in the Six/Ten Proposal without engaging in a public bidding process, pursuant to and as authorized by Section 255.065(3)(c), Florida Statutes (2025); and

WHEREAS, on November 24, 2025, the City Commission convened a duly noticed public meeting at which the Proposal was presented and affected public entities and members of the public were able to provide comment; and

WHEREAS, on December 8, 2025, the City Commission convened a second duly noticed public meeting at which the City Commission, in its capacity as the elected governing body of the City, determined the proposal to be in the public's interest using all of the following factors, with findings more specifically described and articulated in this Resolution: (1) the benefits to the public; (2) the financial structure of and the economic

efficiencies achieved by the proposal; (3) the qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project; (4) the project's compatibility with regional infrastructure plans; and (5) public comments submitted at the meeting; and

WHEREAS, the City Commission, in its capacity as the elected governing body of the City, further determines that ownership of the Parking Garage project described in the Six/Ten Proposal is intended to be conveyed to the City before initial public operation begins; and

WHEREAS, the City Commission finds that the Six/Ten Proposal is accompanied by: (a) a description of the Parking Garage project, inclusive of the conceptual design of the facility and a schedule for initiating and completing the Parking Garage project; (b) a description of the method by which Six/Ten proposes to secure and convey fee simple title to the Parking Garage project prior to the project's conveyance to the City; (c) a description of Six/Ten's general plans for financing construction of the Parking Garage project including the sources of Six/Ten's funds and the identity of all dedicated revenue sources and proposed debt and equity investments made on behalf of Six/Ten in the Parking Garage project; (d) the name and address of a person connected with Six/Ten who may be contacted for additional information regarding the Parking Garage project; (e) the proposed user fees, lease payments, and service payments, if any, including a methodology for changing such fees and payments, during performance of a comprehensive agreement and upon conveyance of the Parking Garage project to the City; and (f) all additional information reasonably required or requested by the City Manager, the City Attorney, and the City's administrative staff; with pricing and financial terms specific as to when such pricing and terms expire, all as required by Section 255.065(4), Florida Statutes (2025); and

WHEREAS, based on the Proposal and the comments submitted by Six/Ten at the first and second duly noticed public meetings, the City Commission finds that Six/Ten meets the City's guidelines for qualifying professional services and contracts for traditional procurement projects as required by Section 255.065(5)(a), Florida Statutes; and;

WHEREAS, the City Commission has received and reviewed an independent analysis of the proposed public-private partnership conducted by Thomas Szubka and Jack Casterella of Walker Consultants, 4925 Independence Parkway, Suite 425, Tampa, Florida 33634, dated November 5, 2025, which evaluates the cost-effectiveness of the proposed garage relative to current Florida market conditions, the overall public benefit in the context of the previous 2022 Downtown Strategic Parking and Mobility Master Plan prepared by the same firm and professionals, and area infrastructure compatibility ("Independent Analysis"), a copy of which is attached hereto and incorporated herein as Exhibit "B", and which the City Commission finds to be credible in satisfaction of Section 255.065(5)(d), Florida Statutes (2025); and

WHEREAS, in the exercise of its authority, the City Commission desires to

proceed with the Six/Ten Parking Garage Proposal and to issue appropriate instructions to and authorize the City Manager and City Attorney to negotiate the terms and conditions of a comprehensive agreement, in the form considered sufficient in such officials' discretion, to: (a) develop the Parking Garage; (b) provide adequate safeguards to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the agreement; (c) provide adequate safeguards to ensure that the City has the opportunity to add capacity to the proposed Parking Garage, should the same be needed; (d) provide for the performance and payment of subcontractors which may take the form of or include, but not be limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees; (e) ensure the most efficient pricing of the security package that provides for the performance and payment of subcontractors; and (f) ensure that the agreement addresses termination in the event of a default; all as required by Sections 255.065(3)(f)3., 255.065(3)(f)4., and 255.065(5)(b), Florida Statutes (2025); and

WHEREAS, the City Commission approves of the form of the report, attached hereto and incorporated herein as Exhibit "C", describing the City Commission's public interest determination, the factors considered by the City Commission in making its public interest determination, and the City Commission's findings based on each factor, and desires to instruct the City Manager to publish said report in the Florida Administrative Register for at least 7 days as required by Section 255.065(3)(d), Florida Statutes (2025);

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

1. The above whereas clauses are found to be factual, true, and correct, are hereby incorporated herein and are considered by the City Commission of the City of Winter Haven, Florida to be the basis for passage of this Resolution.

2. The City Commission of the City of Winter Haven, Florida, in its capacity as the elected governing body of the City, formally determines that the unsolicited proposal submitted October 13, 2025 by Six/Ten, LLC, for construction and delivery of a public 292-space parking garage is in the public's interest pursuant to Section 255.065, Florida Statutes (2025) based on the following findings of fact:

(a) <u>The benefits to the public</u>: The proposed garage provides a public benefit by creating additional parking space supply in a rapidly developing downtown area with significant current and planned growth. The garage would also serve as a City-owned infrastructure asset on a site pre-identified in the 2022 Downtown Strategic Parking and Mobility Master Plan.

(b) <u>The financial structure of and the economic efficiencies achieved by the proposal</u>: The proposed construction cost of $23,224 per space is below both the 2025 national median of $31,400 per space and the Tampa region median of $27,224 per space and is within acceptable market parameters for a turnkey, fixed-price delivery parking structure. Further, proposed soft costs are 21% of the

construction cost and are within acceptable market parameters of 15%-25%. The proposed cost of $2,000,000 for the land on which the garage will be constructed represents 20% of the overall project cost and increases the all-inclusive cost to $35,000 per space. The proposed garage parking structure will occupy a portion of one parcel, leaving the parcel's existing building and some surface parking intact. Just value for the entirety of the parcel, as determined by the Polk County Property Appraiser for calendar year 2025, is $3,319,331. Depending on whether the parcel is subdivided – and to what extent – prior to being sold to the City, the economic efficiencies and costs are within acceptable market parameters for a municipal purchase. Regarding financial structure, Six/Ten is a 50% owner of the parcel and intends to finance construction costs through a capital structure of approximately 80% loan-to-cost construction financing, using a senior construction loan issued by Citizens Bank and Trust, and the remainder of approximately 20% equity. The total anticipated cost for delivery of the 292-space parking structure is $10,217,496.

(c) The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project: The proposer and its project team member entities are well-known and well-respected in the Greater Winter Haven community. Six/Ten, the proposer, is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. It holds a portfolio of over 850,000 square feet of commercial property. Founded in 1954, Whitehead Construction, the proposer's construction company, is a third-generation general contractor based in Winter Haven, Florida with experience in design-build, commercial, and concrete construction, and direct contracting and construction experience with the City of Winter Haven, Florida including construction of the City's 2012 Parking Garage with 267 spaces. Metromont, the proposer's pre-cast concrete manufacturer, is located in Bartow, Florida and has direct experience with parking garage construction having supplied materials for the City of Tampa's 1500-space "Heights Block 1" parking garage project. Finally, C&K Architects, the parking garage designer, maintains an office in Winter Haven, Florida and previously designed the City's 2012 Parking Garage project.

(d) The project's compatibility with regional infrastructure plans: The project is compatible with area and regional infrastructure plans. The proposed garage location is situated in south-central downtown within a rapidly developing area experiencing significant growth across residential, commercial, and institutional sectors. Recent and planned developments include 288 residential units in the immediate area of the Parking Garage, existing downtown restaurants, entertainment venues, and passive recreation facilities within 3 city blocks, 6 new restaurants and planned additional entertainment venues within 2 city blocks, a new hotel concept within 2 city blocks, a medical office facility within 1 city block, and a regional private university campus within 1 city block. The development site for the Parking Garage project was previously vetted in the 2022 Downtown Strategic Parking and Mobility Master Plan.

(e) Public comments submitted at the meeting (including a statement addressing such comments and explaining why the proposal should proceed): Comments received noted that additional public parking spaces in the downtown area of Winter Haven are needed. Areas of concern included accommodations and design considerations for mobility impaired and disabled individuals, the general unsolicited proposal procurement process, the cost of the completed parking structure, source or sources of municipal funds needed to purchase the completed parking structure, land value, the desire for spaces to remain public and unleased, the importance of lighting and general design with public safety in mind, and wayfinding to direct patrons to and from the project and local businesses.

After consideration of the Proposal and public comments, the project should proceed. Specifically, Six/Ten has demonstrated, and an independent third-party review has confirmed, that the project is cost effective, with construction costs below both regional and national averages. The proposed structure will increase parking capacity within downtown Winter Haven by 21%, significantly improving public access to downtown businesses, and the project will serve to promote further investment and economic development within the Winter Haven downtown area. The Proposal is consistent with regional infrastructure plans, inclusive of the Downtown Strategic Parking and Mobility Master Plan, and the addition of 292 public parking spaces will provide greater municipal flexibility to create future disabled and mobility-impaired accessible on-street spaces, surface lot spaces, and drop-off spaces. The total cost to acquire the project, inclusive of underlying real estate, is expected to be $10,217,496, and earmarked municipal funds are available for use together with realized savings from other transportation infrastructure projects. A just appraised value of $3,319,331 for the underlying real property and its master parcel was determined by the Polk County Property Appraiser for calendar year 2025 and independent analysis confirms that the Proposer's assigned real estate valuation is likely within acceptable market parameters for the purchase. The project location has been previously identified and vetted as a desired location for a future parking structure and local law prohibits the lease of more than 10% of municipally owned parking spaces in a parking structure without the approval of a majority of the City's elected officials. Lighting design and safety considerations both are and will be appropriate subjects for comprehensive agreement negotiations and the City is fully committed to placing thoughtful usable wayfinding markers throughout the greater downtown area indicating paths to and from the project, area businesses, and downtown attractions.

4. Having determined the Parking Garage proposal to be in the public's interest, and further finding that all of the requirements of Section 255.065, Florida Statutes relating to unsolicited public-private proposals have been complied with and satisfied, the City Commission of the City of Winter Haven, Florida, in its capacity as the elected governing body of the City, formally approves procurement of the Parking Garage as described in the Six/Ten Proposal and directs the City to proceed with such procurement without engaging in a public bidding process pursuant to and as authorized

by Section 255.065, Florida Statutes (2025), subject to negotiation and finalization of a comprehensive agreement for appropriate public project oversight, construction, purchase, and sale.

5. For the purpose of compliance with Section 255.065(5)(g), Florida Statutes, the City Commission of the City of Winter Haven, Florida, in its capacity as the elected governing body of the City, estimates and establishes February 1, 2026 as the date for the commencement of activities related to the Parking Garage project, provided that extensions of the date for commencement of activities may be determined by the City Commission by motion and majority vote without the need for further resolution or amendment of this resolution.

6. The City Commission of the City of Winter Haven, Florida, in its capacity as the elected governing body of the City, directs and authorizes the City Manager and City Attorney to negotiate the terms and conditions of the aforesaid comprehensive agreement, in the form considered sufficient in such officials' discretion, subject to the requirements of Section 255.065, Florida Statutes (2025).

7. The City Commission of the City of Winter Haven, Florida, in its capacity as the elected governing body of the City, directs and authorizes the City Manager to publish the report, attached hereto and incorporated herein as Exhibit "C", describing the City Commission's public interest determination, the factors considered by the City Commission in making its public interest determination, and the City Commission's findings based on each factor, in the Florida Administrative Register for at least 7 days as required by Section 255.065, Florida Statutes (2025).

8. All resolutions and parts of resolutions in conflict with this Resolution, if any, are repealed to the extent necessary in order to give this Resolution full force and effect.

9. If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

10. Typographical errors which do not affect the intent of this Resolution may be authorized by the City Manager or his/her designee without need of public hearing, by filing a corrected copy of the same with the City Clerk.

11. This Resolution shall take effect immediately upon its adoption.

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PASSED and ADOPTED at a duly called public meeting this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

RESOLUTION R-25-58

EXHIBIT “A”

CITY OF WINTER HAVEN UNSOLICITED PROPOSAL FOR A QUALIFYING PROJECT SUBMITTED PURSUANT TO FLA. STAT. § 255.065
CITY PARKING GARAGE
OCTOBER 13, 2025
SIX/TEN, LLC

City of Winter Haven

Unsolicited Proposal for a Qualifying Project
Submitted Pursuant to Fla. Stat. § 255.065

City Parking Garage

DATE: October 13th, 2025

Applicant: Six/Ten, LLC

Prepared By:

Jason Fracassa & Jacob Baker

Jfracassa@sixtenllc.com

(248) 202-4886



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B. Qualifying Project Proposal Requirements (Fla. Stat. § 255.065(4)(a)-(f))
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D. Public Interest Factors (Fla. Stat § 255.065 (3)(c)1-5)
E. Private Entity Meeting of Minimum Standards (Fla. Stat. § 255.065(5)(a))
F. Responsible Public Entity Reasonable Fee (Fla. Stat. § 255.065 (5)(f))
G. Compliance Statement (Fla. Stat. § 255.065 (10)(b))

A. Application Overview

- In Fla. Stat. § 255.065 (2) (within the chapter dealing with public-private partnerships), the Florida legislature found that “There is a public need for timely and cost-effective acquisition, design [and] construction . . . of projects serving a public purpose.”

- The parking garage project described herein ("Project" or "Qualifying Project"), involving the construction and conveyance of a 292-space parking structure, is a qualifying project as defined in the statute described above. Fla. Stat. § 255.065 (1)(i)1 specifically includes a “vehicle parking facility” under the definition of qualifying project. The Project is hereby initiated as an Unsolicited Proposal for a Qualifying Project under § 255.065 Fla. Stat. (2025), and specifically under Fla Stat. § 255.065(3)(c) ("Proposal") in downtown Winter Haven, Florida. The Project will be developed by Six/Ten, LLC, a Florida limited liability company ("SixTen" or the "Private Entity“ or the “Developer”) on real property located at the northeast corner of Ave. C SW and 3rd Street SW in downtown Winter Haven, Florida (the "Proposed Garage Real Property"), which is presently owned by Urban Action, LLC, a Florida limited liability company ("Urban Action"). SixTen owns fifty percent of Urban Action.

- SixTen will enter into a development agreement with Urban Action (SixTen-Urban Action Development Agreement) in order to demonstrate control of the Proposed Garage Real Property and SixTen’s role and responsibility for completion of the project. SixTen will also enter into an agreement ("Comprehensive Agreement") with the City of Winter Haven, Florida (the "City" or "Responsibility Public Entity") in accordance with the provisions of Fla. Stat. § 255.065 (7), in order to advance the Project.

- SixTen will engage the General Contractor and Project Architects (each defined below), develop the Project on the Proposed Garage Real Property and, upon completion, will cause Urban Action to transfer the Project to the City, free and clear of lien or mortgage, in accordance with the terms described herein and in the Comprehensive Agreement.

To demonstrate compliance with § 255.065 Fla. Stat. (2025), the outline and flow of this Proposal follows the requirements related to unsolicited proposals under:

Fla. Stat. §§

255.065 (4)(a)-(f);

255.065(5)(e)1-3);

255.065 (3)(c)1-5;

255.065 (5)(a);

255.065 (5)(f); and

255.065 (10)(b)

B. Qualifying Project Proposal Requirements (Fla. Stat. § 255.065(4)(a)-(f))

An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible entity:

(a) **Project Description.** A description of the qualifying project, including the conceptual design of the facilities . . . and a schedule for the initiation and completion of the qualifying project.

(b) **Method of Acquiring Property Interest.** A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) **Financing Plans.** A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) **Contact Person.** The name and address of a person who may be contacted for additional information concerning the proposal.

(e) **Fees and Payments.** The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) **Additional Information.** Additional material or information that the responsible public entity reasonably requests.

Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

Project Description

- SixTen proposes to design, develop, and construct the Project, a new four-story, 292-space structured parking garage totaling approximately 96,000 square feet, on the Proposed Garage Real Property in the heart of Downtown Winter Haven, Florida. The Project will be delivered on a turnkey basis and purchased by the City at a fixed price upon completion. The Project includes comprehensive site development, full architectural and engineering design, pre-cast concrete construction, and compliance with all applicable permitting and regulatory standards.

- The design process will be conducted incorporating municipal code requirements, architectural guidelines, and planning principles to ensure that the Project complements the character, scale, and aesthetic vision of the downtown district. SixTen will work with the City's planning and development departments throughout the design phase to ensure alignment with the City's applicable zoning codes and adopted design intent documents. This will include attention to façade treatment, streetscape integration, pedestrian connectivity, and traffic flow — ensuring the Project enhances both functionality and the built environment.

- The parking garage Project will include enhancements such as LED lights, enclosed AC elevator lobby, fabricated aluminum awnings, decorative EFIS trim, and color brick façade. Developer will work with the City on suggestions to modify the enhancements, subject to cost considerations.

Project Description (cont.)

- To finance the Project, Urban Action, under the SixTen-Urban Action Development Agreement, will contribute its interest in the Proposed Garage Real Property, as Developer's equity contribution to the total Project cost. Developer will source a construction loan for up to 80% of the total Project cost, leveraging to fund construction while minimizing financial impact on the City. This blended financing strategy ensures Project execution while maintaining transparency and fiscal responsibility.

- The Project construction will be executed through a guaranteed maximum price (GMP) contract, significantly mitigating the risk of cost overruns and delays. To further protect Project delivery, the General Contractor will obtain builder's risk insurance compliant with all lender and regulatory requirements. The proposed schedule includes a 3-month design and procurement phase followed by a 7-month construction period, targeting a total delivery timeline of 10 months.

- This collaborative and comprehensive approach ensures the Project will meet the highest standards of performance, design, and civic value, while supporting Winter Haven's long-term vision for a vibrant, accessible, and economically resilient downtown.

Project Description (cont.)

Aerial Images



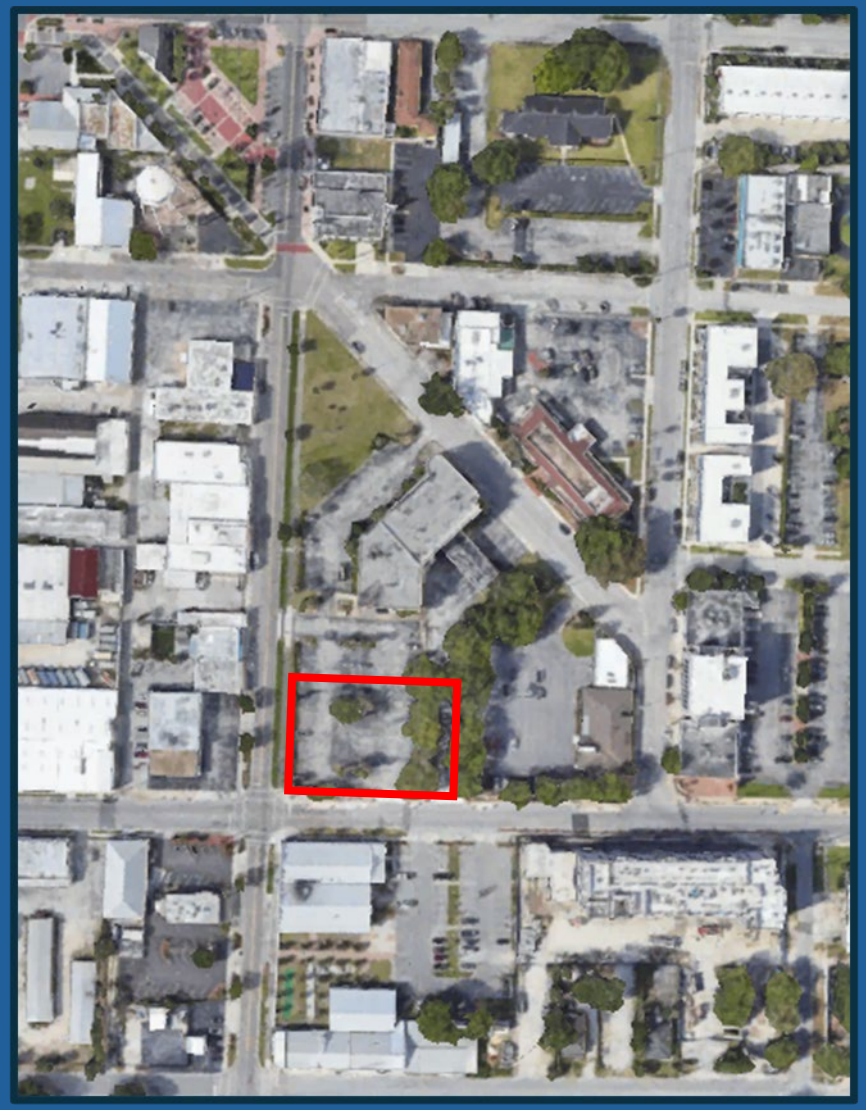


Project Description (cont.)

Parking Garage Renderings







Project Description (cont.)

Parking Garage Renderings



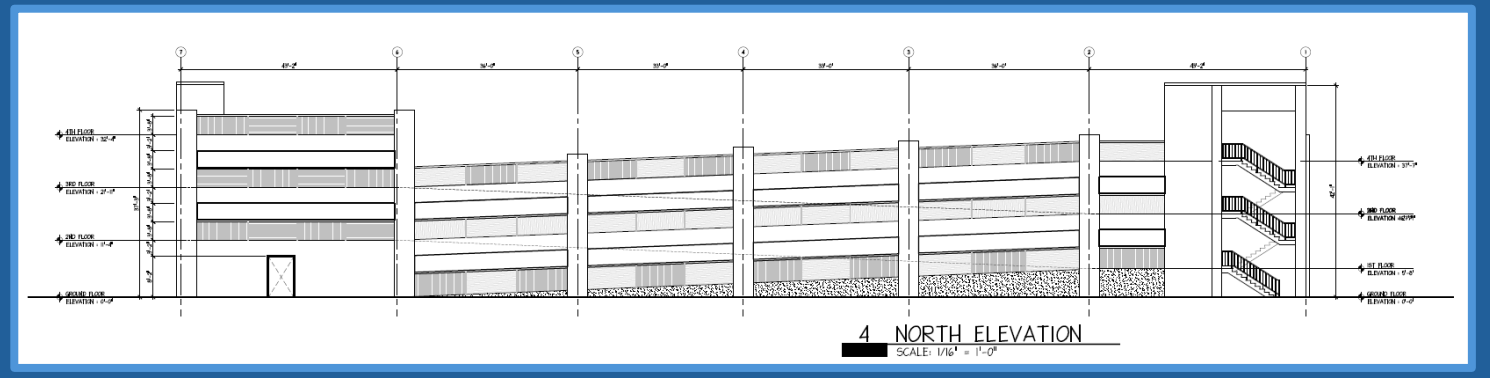




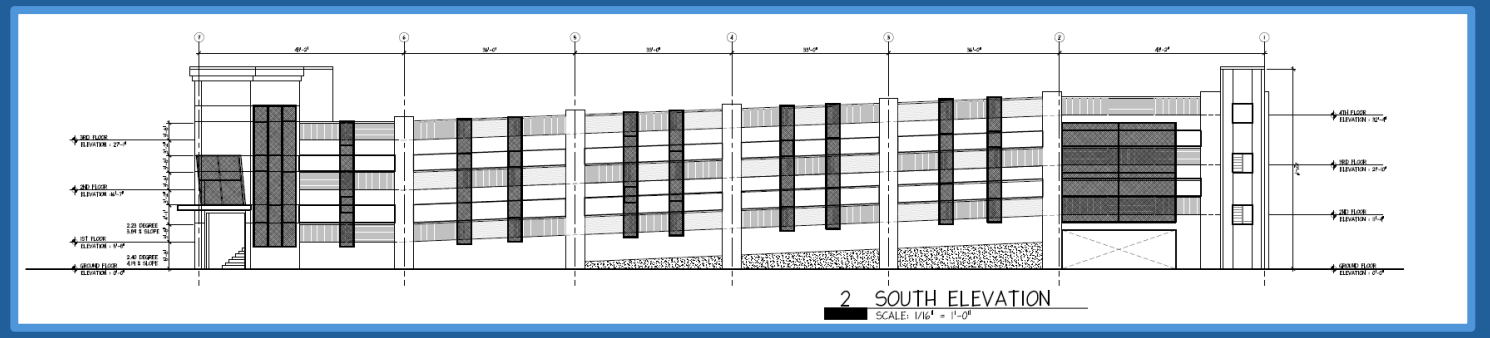
Project Description (cont.)

Parking Garage Elevations

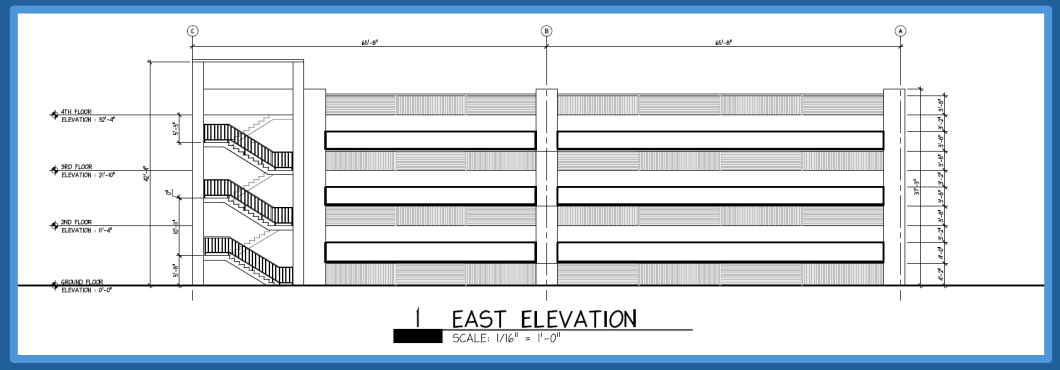
North Elevation



South Elevation



East Elevation



Project Description (cont.)

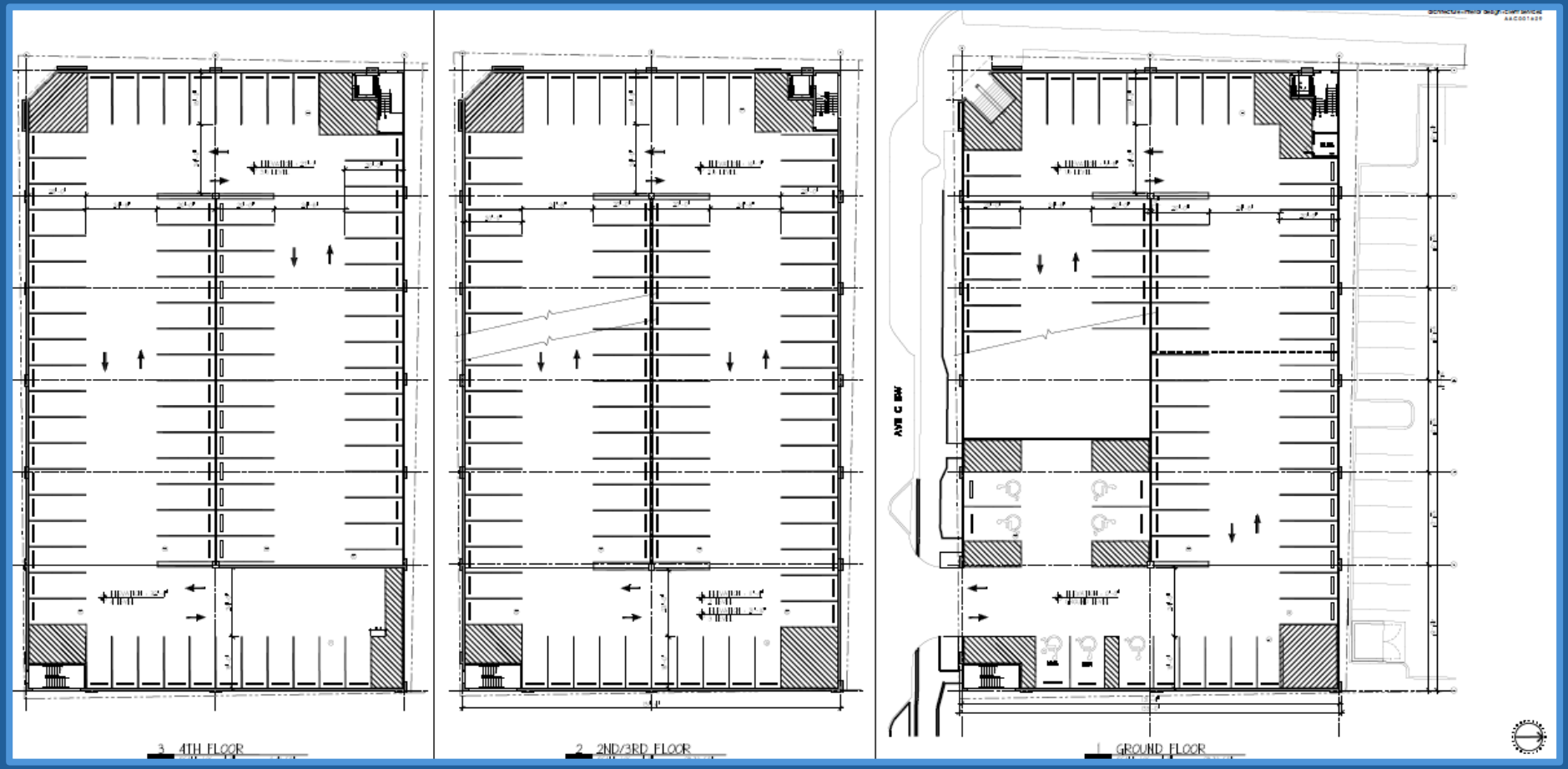
Parking Garage Interior Layout

Interior Layout

4th Floor

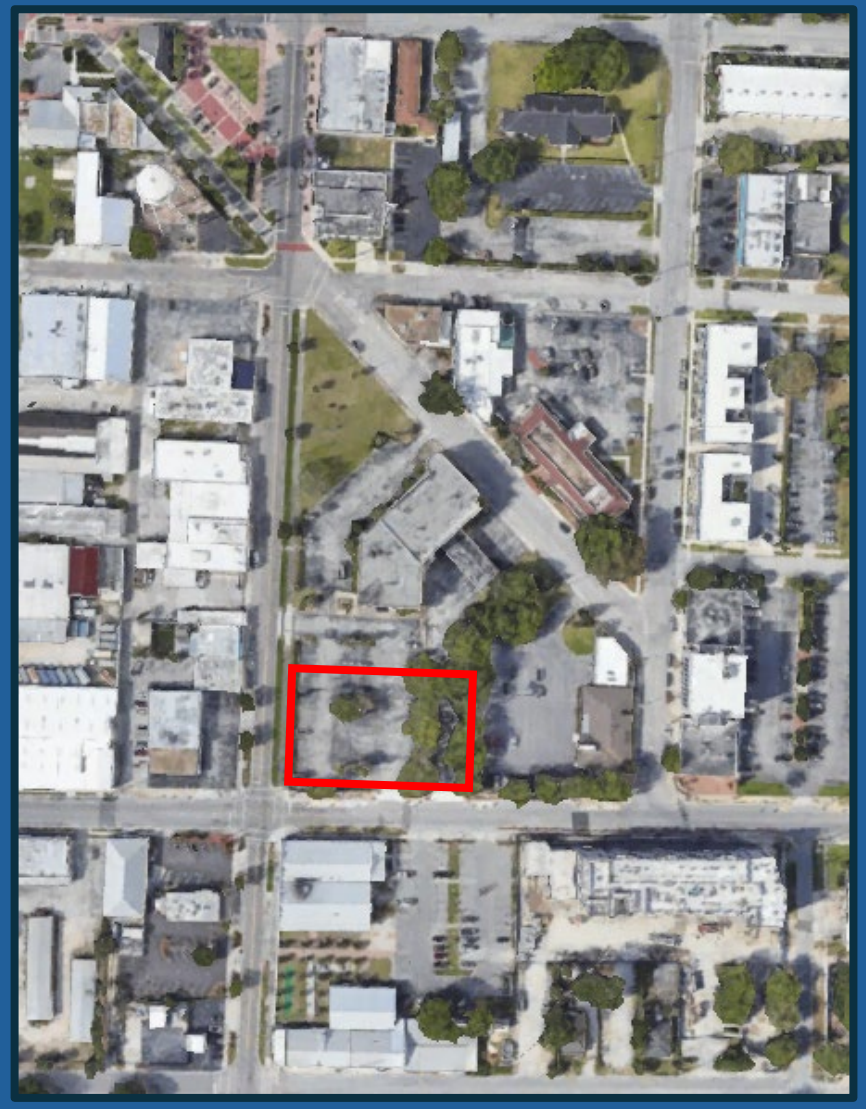
2nd & 3rd Floor

Ground Floor



Method of Acquiring Interest.

- The Proposed Garage Real Property on which the Project is to be developed is located on the northeast corner of Ave. C SW and 3rd St. SW, Winter Haven, FL 33880, and is presently owned by Urban Action.
- SixTen will enter into the SixTen-Urban Action Development Agreement to allow for SixTen to control the Proposed Garage Real Property, develop the Project on such property in accordance with this Proposal and the Comprehensive Agreement, and sell and cause Urban Action to transfer the Project to the City free and clear of any lien or mortgage.



Financing Plans

- **Construction Financing:** The total development cost for the Project is estimated at $10,217,496, as broken down on the following slide. The capital structure will consist of approximately 80% loan-to-cost construction financing, through a senior construction loan, and 20% equity, from the contribution of the Proposed Garage Real Property in the manner described above, to ensure full capitalization. It is anticipated that Citizens Bank and Trust will be providing the construction loan for this Project. Urban Action intends to use the Proposed Garage Real Property and its interest in the Comprehensive Agreement as colleterial for the construction loan.
- **Pre-Development:** Substantial pre-development work has already been completed, including site analysis, needs assessment, preliminary budgeting, code compliance review, and conceptual design. This preparation allows the Project to move directly into the design development phase, helping to accelerate the overall timeline.
- **Design and Construction Documentation:** The Project Architect and Project Engineer (to be identified) will lead the design process in collaboration with the selected pre-cast concrete contractor to produce a coordinated and code-compliant set of architectural, structural, and civil construction documents, in full alignment with the City of Winter Haven's planning and design standards.
- **Bidding and Procurement:** Developer and General Contractor will jointly define trade scopes and conduct competitive bidding across all major divisions. This process will support the execution of a Guaranteed Maximum Price (GMP) contract that prioritizes both budget discipline and construction quality.

Financing Plans (cont.)

Development Budget

Public Parking Garage Budget		
Spaces		292
Floor		4
Land	$	2,000,000.00
Subtotal Estimated Construction Costs	$	6,781,333.13
Subtotal Estimated Soft Costs	$	1,436,162.84
Total Costs	$	10,217,495.97
Per Space	$	34,991.42

Financing Plans (cont.)

- **Construction Execution:** Construction will be overseen by Developer in coordination with the Project General Contractor, Project Architect, and third-party inspectors to ensure quality control, schedule adherence, safety, and compliance. Regular reporting and site meetings will support Project transparency and performance monitoring.

- **Project Close out:** Upon substantial completion, Developer and Project General Contractor will manage final punch-list resolution, systems commissioning, and delivery of all closeout documentation. This will include as-built drawings, warranties, and maintenance manuals, which will be formally submitted to the City as part of the Project turnover.

Contact Person

Jason Fracassa – SixTen Chief Financial Officer

Phone: (248) 202-4886

Email: Jfracassa@sixtenllc.com

Fees and Payments

Upon completion of the Project, SixTen will cause Urban Action to sell and transfer fee simple title of the Project to the City, including land and a 292-space parking garage, in exchange for payment by the City of $10,217,496 or $34,991 fixed cost per parking space.

Additional Information

SixTen is available for any questions or additional information that the City may request in the process of evaluating this Proposal.

C. Responsible Public Entity Approval Criteria (Fla. Stat. § 255.065(5)(e)1-3)

The responsible public entity may approve the development or operation of . . . other public infrastructure, or a government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

(a) **Public Need or Benefit.** There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project. *This requirement is addressed under category D Public Interest Factors in Section (1) Public Need and Benefit, below.*

(b) **Reasonable Cost.** The estimated cost of the qualifying project is reasonable in relation to similar facilities. *This requirement is addressed under category D Public Interest Factors in Section (2) Financial Structure and Economic Efficiencies, below.*

(c) **Timely Completion of Project.** The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project. *This requirement is addressed under category D Public Interest Factors in Section (2) Financial Structure and Economic Efficiencies, below.*

D. Public Interest Factors (FS 255.065(3)(c)1-5)

The following additional requirements of Fla Stat. § 255.065(3)(c) are applicable to this Proposal as an unsolicited proposal for a qualifying project without engaging in a public bidding process, a method of accelerating completion of the Project.

The responsible public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and, at a second duly noticed public meeting, determines that the proposal is in the public's interest. In making the public interest determination, the responsible public entity must consider all of the following factors:

(1) Public Need and Benefit. The benefits to the public.
(2) Financial Structure and Economic Efficiencies. The financial structure of and the economic efficiencies achieved by the proposal.
(3) Private Entity Qualifications and Experience. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
(4) Compatibility with Regional Infrastructure Plans. The project's compatibility with regional infrastructure plans.
(5) Public Comments. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

Section 1: Public Need and Benefit

The Public Need and Benefit of the Proposal is established in these topics on the pages that follow:

a. Parking Demand; Desirability and Availability of Site Location.

b. Enhanced Economic Strength of the Downtown Core.

Parking Demand; Desirability and Availability of Site Location

The Proposed Garage Real Property is in south-central downtown Winter Haven, a growing area with six new restaurants at Bowen Yard, two new 100+ unit six story apartment buildings, a successful craft brewery, a new Southeastern University campus, multiple co-working building sites, a growing population of health care providers, and many other retail and restaurant locations. As the demand for public parking in this area grows, some of the most publicly-utilized nearby surface parking lots are privately owned and are presently either under development or are scheduled for redevelopment soon. Thus, parking demand is increasing, and supply is shrinking.

To plan for both current need and future growth, in 2022 the City hired Walker Consultants to develop a strategic parking and mobility master plan (Walker 2022 Parking Study). The study included four phases, each delivered individually. As can be seen on the page that follows, the Walker 2022 Parking Study, in its study area boundary, identified five "alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively." (Walker 2022 Parking Study Phase 2, Page 2) Of the four sites identified that are in south-central downtown Winter Haven, one is planned for redevelopment as apartments, one is green space, one involves four building that are in the process of being redeveloped for restaurant and office, and the fourth (number 5 on the chart on the following page) is the Proposed Garage Real Property. Thus, consistent with the conclusions of the Walker 2022 Parking Study, the site identified in this Proposal is perhaps the only ready-available site for a significant parking garage in south-central downtown Winter Haven.

Parking Demand; Desirability and Availability of Site Location (cont.)

From: Walker 2022 Parking Study
Phase 2, Page 2

"Executive Summary . . . Walker representatives have assembled a series of alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively. The concepts are founded upon a potential public and private partnership in accordance with proposed redevelopment plans shared by local private developers. Specifically, redevelopment sites identified in the following graphic and identified as the Hewett Property (#4) and the BB&T Property (#5)."

The Hewett Property (#4) is planned for redevelopment as apartments, and the southern portion of the BB&T Property (#5) is the Proposed Garage Real Property.



Walker 2022 Parking Study
Study Area Boundary
Phase 1 page 26

Parking Demand; Desirability and Availability of Site Location (cont.)

- The Proposed Garage Real Property site, on which SixTen will develop a public 292-space, four story parking garage, is a site identified in the Walker 2022 Parking Study as a design concept site "for improving the current parking conditions and meeting future parking demand efficiently and cost effectively." Walker 2022 Parking Study phase 2, page 2.
- The primary objective of the Project is to address Winter Haven's growing demand for public parking in its south-central downtown core, the area experiencing increased economic activity, residential growth, a new university campus, restaurant and retail activity, and healthcare infrastructure investment.
- Prior to signing a Comprehensive Agreement with the City, SixTen will enter into the SixTen-Urban Action Development Agreement in order to demonstrate control of the Proposed Garage Real Property. The SixTen-Urban Action Development Agreement will also allow use of land contiguous to the Proposed Garage Real Property, owned by Urban Action, for an efficiently located laydown site for materials and optimized construction logistics, further improving cost and schedule performance. This availability of site contiguous off-street materials laydown land is an additional significant benefit to the city of this Proposal.

Enhanced Economic Strength of the Downtown Core.

The Project will serve as a catalyst for continued urban revitalization and smart growth strategies aligned with the City's long-term development plans; and provide a long-term infrastructure asset, offering decades of utility. With 292 parking spaces, this structure will significantly improve south-central downtown Winter Haven mobility, pedestrian accessibility, and business support services while enhancing the area's capacity to attract further private investment.

Section 2: Financial Structure and Economic Efficiencies

The Financial Structure and Economic Efficiencies of the Proposal is established in these topics on the pages that follow:

a. General

b. Reasonable Cost

c. Timely Completed Project

General

By leveraging existing land ownership and the significant progress already made in site planning and design, Developer can deliver the Project for an amount that is arguably at a lower overall budget and a faster schedule than if the City had undertaken it directly. Substantial due diligence has been completed, including developing design concepts with professionals and conducting a competitive bid and scoring process to ensure the best value from contractors and subcontractors.

Developer has committed significant staff time and will continue to dedicate personnel throughout the construction phase for development, permitting, and coordination oversight. This private-sector involvement allows the City to focus on other priorities without the need to hire additional staff. Furthermore, by accelerating site control, design, and pre-construction efforts, the Project can be completed on an accelerated timeline, reducing the City's potential carrying costs and other expenditures.

Reasonable Cost

The following page contains a comparison of the cost to city of the Project compared to other recent public parking garages. As can be seen, the Project's all-in cost to the city (including land and parking garage building) at $34,991 per parking space, compares favorably to other competitive projects.

Reasonable Cost (cont.)

Comparison of Recent Florida Public Parking Garage Developments

City	Project	Year	Spaces	Development Cost ($M)	Total Cost Per Space ($)	Land Value Included In Total Cost Per Space
Winter Haven	Proposed Project	Proposed	292	$10,217,496	$34,991	Yes
*Orlando	Westcourt Garage	Funded	1140	$43,600,000	$38,246	Yes
Wildwood	Mainstreet Parking Garage	2025	126	$6,600,000	$52,381	Unspecified
Dunedin	Scotland St. & Douglas Ave.	Proposed	192	$10,000,000	$52,083	Unspecified
Naples	First Ave. Parking Garage	In Process	364	$16,000,000	$43,956	Unspecified
*Ft. Lauderdale	City Center Garage	**2019	650	$21,000,000	$32,308	No
Average			494	$19,440,000	$43,795	

Due to the amortization of fixed cost and land costs the larger number of spaces in a parking garage project, the lower the cost per space.

**Note that the closest above comparisons' total cost/space to the proposed Project are the Orlando Westcourt Garage at $38,246/space with 1140 spaces having close to four times the number of spaces as the proposed Project, and Ft. Lauderdale which has a cost per space that does not include land costs.*

***In 2019 the average cubic yard of concrete was $106.80. At the end of 2024, the average cubic yard of concrete of $161.91, a 52% increase.* *(citation on following page)*

Reasonable Cost (cont.)

Citing and Sources For The Chart Above

Orlando: https://www.orlandosentinel.com/2024/12/09/orlando-eyes-special-district-to-help-get-westcourt-development-started/

Wildwood: https://www.villages-news.com/2024/08/29/opening-date-for-6-6-million-parking-garage-in-wildwood/

Dunedin: https://www.tampabay.com/news/pinellas/2025/03/24/dunedin-parking-garage-scotland-street-douglas-avenue/

Naples: https://redevelopment.net/2024/11/naples-third-public-garage-expected-to-open-in-february/?utm_source=chatgpt.com

Ft. Lauderdale: https://www.yahoo.com/news/glitzy-lights-gone-dark-landmark-154900725.html?

Concrete Price Index: https://constructowiki.com/concrete-price-graph-concrete-price-index/

Timely Completion of Project

The timeline for completing this Project is 10 months from approval and execution of a Comprehensive Agreement with the City. The Project would be delivered as a turnkey-ready real property that can be used by the public immediately. The Project will follow a proposed 10-month schedule, consisting of a 3-month design and bid process followed by a 7-month construction period. The general contractor will operate under a guaranteed maximum price (GMP) contract, ensuring budgetary control, and will partner with a nationally recognized pre-cast concrete contractor for optimal efficiency and quality.

All planning, design, and construction will be managed by a highly experienced parking garage contractor, overseen by a local developer who has a strong incentive to ensure a successful outcome. The developer, SixTen, is deeply involved in both the construction process and value engineering across multiple development stages, which ensures both cost efficiency and high-quality results.

The Project benefits from specialized expertise, as the anticipated General Contractor, Precast Contractor, and Project Architect (each defined below) bring extensive experience in structured parking facilities.

Section 3: Private Entity Qualifications and Experience

The private entity team will include the following:

- **Developer and Project Manager.** SixTen is the Project manager and lead developer for the Project.
- **General Contractor.** It is anticipated but not confirmed that Everett Whitehead & Son, Inc., d/b/a Whitehead Construction (“Whitehead Construction” or the "General Contractor"), will be the general contractor.
- **Pre-Cast Contractor.** It is anticipated that the pre-cast contractor on the project will be Metromont, LLC, a South Carolina limited liability company , “Precast Contractor” or “Metromont”.
- **Architects.** It is anticipated but not confirmed that, the construction architect will be C&K Architects/Interiors, Inc., a Florida corporation ("C&K Architects" or "Project Architects").

- Background summaries of each of the above entities are contained in following pages.

Lead Developer: SixTen





SixTen is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. Its portfolio includes over 850,000 square feet of commercial property, and its projects often center on preserving the historic charm of the area while fostering modern growth. Notable projects include the renovation of historic buildings like the Beymer Building and the Mann Building, as well as modern developments like the Inland Fiber & Data Park and Bond Clinic's medical offices.

SixTen’s efforts are part of a broader initiative to enhance Winter Haven’s downtown, transforming it into a vibrant, walkable community. SixTen's goal is to make Winter Haven "the coolest small city in Florida," combining commercial, residential, and cultural elements to attract both businesses and residents.

The company is deeply invested in the local community, with leadership that lives, works, and plays in Winter Haven. This commitment to the city has helped drive a resurgence in downtown development, blending new opportunities with historic preservation.

General Contractor: Whitehead Construction

Founded in 1954, Whitehead Construction is a third-generation general contractor based in Winter Haven, Florida. With 70+ years of experience, specializing in design-build, commercial, and concrete construction. From conception to completion, taking pride in delivering high-quality, tailored solutions to meet the unique needs of our clients. Commitment to excellence and craftsmanship.



President
E. Ryan Whitehead



The Winter Haven Parking Garage, opened in 2012 provides 267 parking spaces in the downtown core of the city. The two-level garage is 63,000 sq ft. built of precast concrete walls, lite walls, spandrel panels, columns, and double tees.



The construction of a vast 20,000+ square foot office building caters to Tucker Paving's expansion and employee requirements. Completed in 2021.

Pre-Cast Contractor: Metromont

When the Metromont tradition first began in 1925, the company looked very different from the way it looks today. Operating as Pennell and Harley, Inc., the organization helped build some of America's first highways. Now, the company creates high-tech data centers, iconic institutional buildings, bustling multi-use developments, while having extensive experience in pre-cast construction.



Located in downtown Tampa, the Heights Block 1 garage is a six-level parking deck with five elevated levels of precast concrete and ground-level retail. Produced by Metromont's Bartow team, the new 457,285-SF garage provides 1,500 parking spaces.

Construction of Heritage Plaza in the heart of downtown Lakeland. The Plaza includes a six-level parking garage with convenient entrance access on both Tennessee and Kentucky Avenues along with 40,000 sq ft of attached tenant space.



Architect: C&K Architects | Interiors

TAMPA | WINTER HAVEN | CELEBRATION

Scope of Work: Hoffman Building & Mowrey Building Design



Bryan Karsky
President

C&K Architects | Interiors, Inc. is a full service architectural and interior design firm providing professional design services on single story facilities through high rise multi-story commercial and residential facilities valued at several millions of dollars. Our professional services include Owner representation, architectural and interior design, building envelope, waterproofing/roof replacement, bidding services, design/build, construction management, and construction administration.

C&K Architects | Interiors, Inc. has more than 55 years of history providing extensive service experience including governmental, institutional, medical, financial, residential, and public clients. Our firm began in 1961 in Clearwater as Fasnacht & Schultz Architects and became Fasnacht, Schultz and Collman Architects in 1982. In 1985 the firm became Schultz & Collman Architects, in 1998 changed its name to Collman & Karsky Architects and has now evolved into C&K Architects | Interiors, Inc.



20 on 2nd
Apartments
Downtown Winter
Haven, Florida

Public Parking
Garage Downtown
Winter Haven, Florida



Section 4: Compatibility with Regional Infrastructure Plans

As described in the Walker 2022 Parking Study, the City of Winter Haven has an integrated downtown parking system consisting of surface lot parking, on street parking, and structured parking. This Proposal integrates into and is compatible with that City downtown parking system. Indeed, as noted above, the Walker 2022 Parking Study specifically contemplates the addition of public parking at the Proposed Garage Real Property site. Furthermore, the Project Architect and Project General Contractor also built the first parking garage in the Winter Haven downtown core in April, of 2012.

Section 5: Public comments

City Commission to receive public comments at public meetings called to consider and approve Proposal.

E. Private Entity Meeting of Minimum Standards (Fla. Stat. § 255.065(5)(a))

The private entity, or the applicable party or parties of the private entity's team, must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.

Developer shall provide City with such documentation as may be required to confirm that the development team achieves attainment of minimum standards described above.

F. Responsible Public Entity Reasonable Fee (Fla. Stat. § 255.065 (5)(f))

The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

Along with the delivery of this Proposal, SixTen is delivering to the City the $25,000 fee, which has been identified by the City.

G. Compliance Statement (Fla. Stat. § 255.065(10)(b))

Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

Developer will include the above representation within the Comprehensive Agreement.

Summary

SixTen has submitted this Proposal for a public-private partnership, fully complying with Section 255.065, Florida Statutes. SixTen has the necessary financial and technical capacity, supported by an experienced team described above, to the complete the development described herein, a facility that will provide lasting benefit to the citizens of Winter Haven, at a beneficial cost and timeline for the City.

RESOLUTION R-25-58

EXHIBIT “B”

INDEPENDENT ANALYSIS – UNSOLICITED PROPOSAL FOR A CITY PARKING GARAGE, WALKER CONSULTANTS, NOVEMBER 5, 2025

4925 Independence Parkway, Suite 425
Tampa, FL 33634
813.888.5800

November 5, 2025

T. Michael Stavres, ICMA-CM, CPM, CPRP
City Manager
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

Re: Independent Analysis – Unsolicited Proposal for a City Parking Garage

Dear Mr. Stavres:

Walker Consultants ("Walker") is pleased to submit the following independent analysis to the City of Winter Haven. This report outlines our findings based on our analysis of the unsolicited proposal from Six/Ten LLC ("Proposer"), development patterns in the area, and a review of the Strategic Parking Plan developed for the City by Walker Consultants in 2022.

We appreciate the opportunity to serve you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Thomas Szubka, PTMP, CPP
Director of Planning, Operations, & Technology

Jack Casterella
Parking & Mobility Analyst

Executive Summary

This report provides an independent analysis of an unsolicited proposal submitted by Six/Ten, LLC for the development of a 292-space public parking garage, as required under Section §255.065(5)(d) of the Florida Statutes. The analysis evaluates the cost-effectiveness of the proposed garage relative to current Florida market conditions, the overall public benefit in the context of the Walker 2022 Strategic Parking Plan for Winter Haven, and area infrastructure compatibility.

Summary of Conclusions

Cost-Effectiveness (Structure)

The proposed construction cost of $23,224 per space is below both the 2025 national median of $31,400 per space and the Tampa region median of $27,224 per space. This cost is within acceptable market parameters for a turnkey, fixed-price delivery parking structure.

The proposed soft costs are 21% of the construction cost and are within acceptable market parameters of 15%-25%.

Cost-Effectiveness (Land)

The proposed cost of $2,000,000 for the land on which the garage will be constructed represents 20% of the overall project cost and increases the all-inclusive cost to ~$35,000 per space. The proposed garage occupies a portion of one parcel, leaving the parcel's building and some parking intact. Current City appraisal value for the entirety of the parcel is $3,319,331. Depending on whether the parcel is subdivided – and to what extent – prior to being sold to the City, the cost is likely within acceptable market parameters for purchase.

Public Benefit

The proposed garage provides a public benefit by creating additional parking space supply in a rapidly developing downtown area with significant current and planned growth. The garage would also serve as a City-owned infrastructure asset on a site pre-identified in the 2022 City Strategic Parking Plan.

Background and Context

Strategic Parking Plan (2022)

In Fall 2022, Walker completed a strategic parking plan for the City, evaluating parking demand and identifying site development options for potential public parking inventory expansion. The study included a conceptual analysis of five site locations near downtown for future parking development. The Proposer's selected site is one of these pre-identified locations, referenced as the "BB&T Property (#5)" in the 2022 study (**Exhibit 1**).

Exhibit 1: 2022 Strategic Parking Plan Alternate Development Sites



Source: Walker Consultants 2022

Unsolicited Proposal Summary

On October 13, 2025, the Proposer (Six/Ten, LLC) submitted an unsolicited proposal under Florida Statute §255.065 for the construction of a qualifying "vehicle parking facility" consisting of:

- **Spaces**: 292
- **Size**: ~96,000 square feet
- **Location**: Area comprising a portion of the parcel located at 250 Magnolia Ave SW

- **Development Approach**: Turnkey delivery, with proposer engaging general contractor and architects
- **Total Development Cost**: $10,217,496 ($34,991 per space)
- **Cost Breakdown**:
  - Land: $2,000,000
  - Building/Construction: $6,781,333
  - Soft Costs: $1,436,163
- **Delivery**: City receives ownership free and clear of liens upon completion

Area Development Context

The proposed garage location is situated in south-central downtown within a rapidly developing area experiencing significant growth across residential, commercial, and institutional sectors. Recent and planned developments (as identified by City of Winter Haven staff) in the immediate vicinity include:

Residential Developments:

- The Carl Apartments: 81 units, immediately adjacent to proposed garage (proposed)
- The Breeze Apartments: 102 units, one block south (recently received Certificate of Occupancy)
- Raindance Apartments: 105 units, across Ave C SW to the south (completed within the last year)

Total of approximately 288 residential units in immediate area, current and proposed. Anecdotally, existing and future developments may require additional parking in the future.

Commercial/Retail:

- Bowen Yard[1]: Six new restaurants are at the current phase
- Bowen Yard Phase 2: Additional restaurants/retail/entertainment (planned, two blocks west)
- New hotel in concept/planning phase (two blocks west)

Institutional:

- Southeastern University: Recently occupied second floor of Exchange Building (immediately north of the proposed site)
- Millennium Physicians Group: New medical office facility (one block east)

Public Infrastructure:

- Downtown passive park development (FDOT retention pond conversion with pedestrian facilities and landscaping)

Cost-Effectiveness Analysis

Section §255.065(5)(d) of the Florida Statutes requires that “the responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded".

[1] https://www.bowenyardwh.com/

This analysis evaluates the cost-effectiveness by comparing the proposed project's cost against current market rates for parking garage construction in Florida and nationwide.

Proposed Costs and Market Comparison

The unsolicited proposal presents a total development cost of $10,217,496, including land, to construct 292 parking spaces across approximately 96,000 square feet. These costs are detailed in **Exhibit 2**.

Exhibit 2: Construction Costs

Item	Per Space Cost	Total Cost (292 spaces)
Land	$6,849	$2,000,000
Construction	$23,224	$6,781,333
Soft Costs	$4,918	$1,436,163
TOTAL	$34,991	$10,217,496
TOTAL (structure only)	$28,142	$8,217,496

Source: Six/Ten LLC Proposal, 2025

According to the *WGI 2025 Parking Structure Cost Outlook*[2], the typical cost of constructing a parking garage is:

- 2025 National Median: $31,400 per space
- 2025 Tampa Median: $27,444 per space

Importantly, the parking structure cost benchmarks report construction costs only and explicitly exclude other costs that include land acquisition, architectural and engineering fees, environmental evaluations, materials testing, special inspections, geotechnical borings and recommendations, financing, owner administrative and legal, jurisdiction permitting, or other project soft costs.

To accurately assess the Proposer's budget, Walker has assessed soft costs, construction costs, and land costs independently.

Soft Costs

WGI notes that project soft costs are typically ~15%-25% of the construction cost. In this proposal, soft costs account for 21% of construction costs, in line with industry standards.

[2] *WGI Parking Structure Cost Outlook for 2025* - https://publications.wginc.com/parking-structure-cost-outlook-for-2025

Construction Costs

Considering only construction costs from the Proposer's budget, the total per-space rate equates to $23,224. This rate is 26% below the national median and 15% below the median for the Tampa region. This cost is within acceptable market parameters for a turnkey, fixed-price delivery parking structure.

Land Costs

The proposed garage occupies a portion of one land parcel, specifically:

- #262829626000000010 appraised at $3,319,331 and owned by Urban Action LLC[3]
    - The Proposer purports to have a 50% equity stake in Urban Action LLC

The proposed garage site is included in **Exhibit 3**.

Exhibit 3: Proposed Garage Site

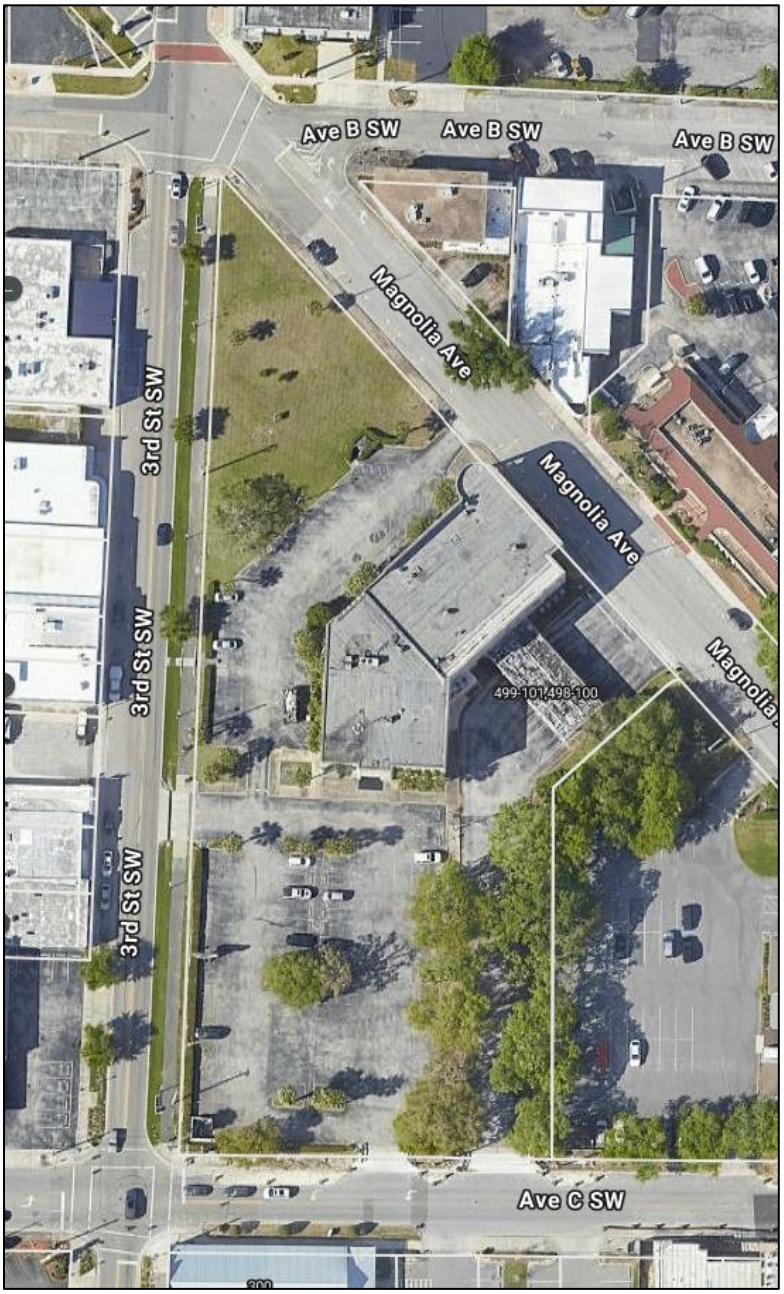


Source: Six/Ten LLC Proposal, November 4th, 2025

[3] Polk County Property Appraiser https://www.polkflpa.gov

It is assumed that the parcel would be subdivided or otherwise reallocated after purchase by the Proposer, during construction of the garage. The market rate for the land when sold to the City would depend significantly on the footprint of the land after reallocation, as well as any parking obligations that may exist for the parcel. The parking garage appears to take the place of ~53% of all the parcel's currently available on-site parking, estimated at 51 spaces. Meeting the parking needs of the parcel's building after construction should be discussed by the City and the Proposer. Current layout of the parcel is detailed in **Exhibit 4**.

Exhibit 4: Current Layout of Proposed Garage Site Parcel



Source: Zillow

Overall Public Benefit Analysis

Section §255.065(5)(d) of the Florida Statutes requires that "the responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded".

This analysis assesses the overall public benefit by describing multiple direct and indirect benefits and examining its alignment with the Walker 2022 Strategic Parking Plan for Winter Haven.

Direct and Indirect Benefits

The proposed parking garage provides substantial public benefit through both direct and indirect effects. Benefit considerations of the proposed garage include:

- Increase in Parking Inventory The immediate area has seen significant development, and additional development is planned in the future. This is an opportunity to have City-owned parking supply built in this developing area, which would create 292 public parking spaces in place of ~51 existing private spaces, resulting in a net gain of ~241 additional parking spaces.
- Public Ownership: The City receives full ownership of the facility free and clear of liens upon completion for long-term public control over a facility with several decades of useful life. The City has policy flexibility and control over parking rates to align the facility with downtown development objectives.
- Enhances Public Facility: Transforming an underutilized surface parking lot into an attractive, modern structured facility creates a safe, attractive public amenity.
- Economic Development: Construction of a City-owned and operated parking facility can allow more efficient land use patterns in the area as development continues, and can lead to the garage serving many land use types. Shared parking strategies, where different uses with complementary peak demand patterns maximize efficiency, can further enhance the usefulness of the garage.
- Downtown Revitalization: Parking availability is important in urban revitalization efforts, enabling visitor access to downtown businesses and cultural amenities.
- Highest and Best Use: Concentrating parking in structured facilities rather than surface lots supports compact, walkable downtown development patterns, enabling other parcels to be constructed to higher and better uses.

Other Benefits

Pre-Vetted Site

The proposed construction was previously identified in the Walker 2022 Strategic Parking Plan for Winter Haven as one of five locations for potential parking development. This prior identification, conducted through a professional consultant-led strategic planning process, validates the site's suitability for parking infrastructure, its ability to serve downtown demand patterns, and its compatibility with the City's long-term parking and

development strategy. The Proposer characterizes this site as "the most ready-able site in that list," suggesting advantages in terms of site readiness, access, configuration, and development potential relative to other identified alternatives. A full list of alternatives presented in Walker's 2022 study can be found in **Exhibit 1**.

Risk Transfer and Management Reduction

The Proposer's fixed-price turnkey delivery approach transfers typical development risks away from the City, including construction delays, cost overruns beyond the agreed price, design coordination challenges, contractor performance issues, and permitting complexities. The Proposer has already completed substantial pre-development work, including site analysis, needs assessment, preliminary budgeting, code compliance review, conceptual design, and competitive contractor selection, reducing project timeline and eliminating duplicative City expenditures on these activities. This delivery model allows City staff to focus on other priorities while the developer manages day-to-day project coordination, design development, permitting, construction oversight, and closeout.

Conclusion

Based on this independent analysis, the proposed parking garage demonstrates both cost-effectiveness and overall public benefit pursuant to Section §255.065(5)(d) of the Florida Statutes.

Cost-Effectiveness

Proposed construction costs appear to be below market rates, and soft costs appear to be within the range of industry norm as a percentage of construction costs. The land cost may also be below market rate, depending on the Proposer's plans for subdivision and resale to the City.

The City should consider the Proposer's plans for the parcel the garage will partially occupy to further evaluate the cost-effectiveness of the land cost.

Public Benefit

The project addresses documented parking infrastructure needs, delivers on a pre-vetted strategic location, creates additional parking inventory that may facilitate downtown development, supports compact urban form and higher land uses, provides the City with long-term asset ownership, and transfers development risk to the private sector through turnkey delivery.

RESOLUTION R-25-58

EXHIBIT “C”

PUBLIC INTEREST DETERMINATION REPORT

NOTICE OF UNSOLICITED PROPOSAL AND REPORT OF PUBLIC INTEREST DETERMINATION

Pursuant to Section 255.065, Florida Statutes, THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation, hereby issues PUBLIC NOTICE of its acceptance of an UNSOLICITED PROPOSAL issued by SIX/TEN, LLC, a Florida limited liability company, without public bidding, for the construction, purchase, and sale of a public parking garage to be generally located Northwest of the corner of 3rd Street SW and Avenue C SW, Winter Haven, Florida, together with this REPORT of its determination that such proposal is in the public's interest, of the factors considered in making such determination, and of the City's findings based on each considered factor.

Parties interested in this unsolicited proposal may view copies of the unsolicited proposal, Resolution R-25-58 adopted by the City Commission of the City of Winter Haven, Florida on December 8, 2025, and supporting documentation regarding the unsolicited proposal, including an independent analysis of the proposal, by following this link to the agenda archive page for City of Winter Haven boards and committees and selecting the agenda packet for the December 8, 2025 City Commission meeting: https://winterhaven-fl.granicus.com/ViewPublisher.php?view_id=1. Questions regarding this proposal may be directed to: Eric Labbe, AICP, Director of Economic Opportunity & Community Investment, telephone: 863-291-5600, email: elabbe@mywinterhaven.com.

Upon its consideration of the unsolicited proposal at two duly noticed public meetings convened November 24, 2025 and December 8, 2025, the City Commission of the City of Winter Haven, in its capacity as the elected governing body of the City of Winter Haven, Florida, determined the proposal to be in the public's interest based on the following factors and associated statements, each of which was found by the City Commission to be true and correct assertions of fact:

1. The benefits to the public: The parking garage proposed by the unsolicited proposer provides a public benefit by creating additional parking space supply in a rapidly developing downtown area with significant current and planned growth. The garage would also serve as a City-owned infrastructure asset on a site pre-identified in the 2022 Downtown Strategic Parking and Mobility Master Plan.

2. The financial structure of and the economic efficiencies achieved by the proposal: The proposed construction cost of $23,224 per space is below both the 2025 national median of $31,400 per space and the Tampa region median of $27,224 per space and is within acceptable market parameters for a turnkey, fixed-price delivery parking structure. Further, proposed soft costs are 21% of the construction cost and are within acceptable market parameters of 15%-25%. Just value for underlying realty and its master parcel is $3,319,331 and, depending on whether the master parcel is subdivided – and to what extent the master parcel is subdivided – prior to being sold to the City, independent analysis confirms that economic efficiencies and costs are within acceptable market parameters for a municipal purchase. After accounting for land value, which represents roughly 20% of the overall project cost, the all-inclusive cost per parking

space rises to $35,000 per space which total cost appears similar to, and even less than, the per space all-inclusive costs paid by other municipalities for other garage projects cited by the Proposer. The proposed garage parking structure will occupy a portion of one parcel, leaving the parcel's existing building and some surface parking intact. Regarding financial structure, Six/Ten is a 50% owner of the parcel and intends to finance construction costs through a capital structure of approximately 80% loan-to-cost construction financing, using a senior construction loan, and the remainder of approximately 20% equity. The total anticipated cost for delivery of the 292-space parking structure is $10,217,496.

3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project: The proposer and its project team member entities are well-known and well-respected in the Greater Winter Haven community. Six/Ten, the proposer, is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. It holds a portfolio of over 850,000 square feet of commercial property. Founded in 1954, Whitehead Construction, the proposer's construction company, is a third-generation general contractor based in Winter Haven, Florida with experience in design-build, commercial, and concrete construction, and direct contracting and construction experience with the City of Winter Haven, Florida including construction of the City's 2012 Parking Garage with 267 spaces. Metromont, the proposer's pre-cast concrete manufacturer, is located in Bartow, Florida and has direct experience with parking garage construction having supplied materials for the City of Tampa's 1500-space "Heights Block 1" parking garage project. Finally, C&K Architects, the parking garage designer, maintains an office in Winter Haven, Florida and previously designed the City's 2012 Parking Garage project.

4. The project's compatibility with regional infrastructure plans: The project is compatible with area and regional infrastructure plans. The proposed garage location is situated in south-central downtown within a rapidly developing area experiencing significant growth across residential, commercial, and institutional sectors. Recent and planned developments include 288 residential units in the immediate area of the Parking Garage, existing downtown restaurants, entertainment venues, and passive recreation facilities within 3 city blocks, 6 new restaurants and planned additional entertainment venues within 2 city blocks, a new hotel concept within 2 city blocks, a medical office facility within 1 city block, and a regional private university campus within 1 city block. The development site for the Parking Garage project was previously vetted in the 2022 Downtown Strategic Parking and Mobility Master Plan.

5. Public comments submitted at the meeting (including a statement addressing such comments and explaining why the proposal should proceed): Comments received noted that additional public parking spaces in the downtown area of Winter Haven are needed. Areas of concern included accommodations and design considerations for mobility impaired and disabled individuals, the general unsolicited proposal procurement process, the cost of the completed parking structure, source or sources of municipal funds needed to purchase the completed parking structure, land

value, the desire for spaces to remain public and unleased, the importance of lighting and general design with public safety in mind, and wayfinding to direct patrons to and from the project and local businesses.

After consideration of the Proposal and public comments, the project should proceed. Specifically, Six/Ten has demonstrated, and an independent third-party review has confirmed, that the project is cost effective, with construction costs below both regional and national averages. The proposed structure will increase parking capacity within downtown Winter Haven by 21%, significantly improving public access to downtown businesses, and the project will serve to promote further investment and economic development within the Winter Haven downtown area. The Proposal is consistent with regional infrastructure plans, inclusive of the Downtown Strategic Parking and Mobility Master Plan, and the addition of 292 public parking spaces will provide greater municipal flexibility to create future disabled and mobility-impaired accessible on-street spaces, surface lot spaces, and drop-off spaces. The total cost to acquire the project, inclusive of underlying real estate, is expected to be $10,217,496, and earmarked municipal funds are available for use together with realized savings from other transportation infrastructure projects. A just appraised value of $3,319,331 for the underlying real property and its master parcel was determined by the Polk County Property Appraiser for calendar year 2025 and independent analysis confirms that the Proposer's assigned real estate valuation is likely within acceptable market parameters for the purchase. The project location has been previously identified and vetted as a desired location for a future parking structure and local law prohibits the lease of more than 10% of municipally owned parking spaces in a parking structure without the approval of a majority of the City's elected officials. Lighting design and safety considerations both are and will be appropriate subjects for comprehensive agreement negotiations and the City is fully committed to placing thoughtful usable wayfinding markers throughout the greater downtown area indicating paths to and from the project, area businesses, and downtown attractions.

This report is issued on December 8, 2025, at Winter Haven, Florida, pursuant to authority granted by Resolution R-25-58.

Respectfully submitted,
T. Michael Stavres, City Manager, City of Winter Haven, Florida

Publish: Florida Administrative Register

Unsolicited Proposal for a Qualifying Project (Parking Garage)
Pursuant to Section 255.065 Florida Statutes

Report of Public Comments Received
First Duly Noticed Public Meeting
November 24, 2025

Beth Koon-Spiwak:

Comments: Concerned about the mobility impaired community. Desires to see more handicapped spaces and drop off areas in downtown, as well as the implementation of micro-transit.

Response: While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Jessie Skubna:

Comments: Stated she is not for, or against, the proposal. Questioned the speed by which this proposal is being considered. Asked if the funds contemplated were from the General Fund, if the City contemplated other sites for the garage, and the impact on parking during construction. Would not like the City to lease the spaces in the new garage for a future private development.

Response: The process for consideration of an Unsolicited Proposal is dictated by Section 255.065 of the Florida Statutes and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as dictated by the above referenced Statute. Approximately 3 years ago the City issued a bond with funds specifically designated for the development of future parking infrastructure in downtown. Since then, the City has realized savings on other projects and interest earnings which in combination with other legally available funds , is sufficient to fund the acquisition of the the completed parking structure as contemplated in the Unsolicited Proposal. City staff has engaged with several property owners since the adoption of the completion of the Downtown Strategic Parking and Mobility Master Plan in July of 2022 to discuss the potential of a second parking structure. During construction, the private parking lot that

is currently constructed on the proposed site will not be available for public parking. It is anticipated that during construction patrons will likely park in any available on-street public spaces or the public surface lot on Ave B SW. The City acknowledges that during construction parking on the south side of downtown may become temporarily strained. The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Steve Kalogridis:

Comments: Presented himself as part of the ownership of the property on which the Unsolicited Proposer wishes to construct the parking structure. Provided an overview of development activity in the area and indicated that this private property will be developed (under this Unsolicited Proposal, or in the future) and the parking lot that is currently on the property will no longer be available for a farmer's market or for public parking.

Response: Noted

Paul Nunez:

Comments: Noted the need for additional parking in the area and expressed concern about the long-term availability of the newly constructed spaces for public use. Also expressed concerns for the mobility impaired.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted in at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Mike Lee:

Comments: Noted the need for additional parking. Expressed concern that the new spaces might be leased out. Desires for the spaces to remain public.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Carl Kohling:

Comments: Noted concerns about lighting in the current (existing) garage not being bright enough. Wanted to make sure the proposed garage was well lit to enhance safety.

Response: The City acknowledges and agrees that lighting and design of the proposed garage to promote and encourage public safety is imperative. If the Unsolicited Proposal is approved, the City will ensure design criteria to promote public safety, including lighting, is included.

Bud Strang:

Comments: The construction of a second garage is primarily an economic development project allowing more people to come to downtown.

Response: Noted.

Carissa Hughes:

Comments: Expressed concerns and a desire for the City to consider effects upon small businesses and the mobility impaired. Noted that the loss of parking spaces downtown has impacted her business.

Response: The addition of 292 additional public parking spaces to the downtown parking inventory increases the capacity of downtown for additional patrons of local businesses by approximately 21%. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to

designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Mike Hill:

Comments: Acknowledged that additional parking downtown is needed to support local business. Desires for the parking spaces in the proposed garage to remain public in the future and not leased.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Miguel Barcelo:

Comments: Acknowledged he is in favor of the proposed garage. Concerned about transparency from the City and how to get more information, not just about this proposed garage but with all new projects. Desires to have more wayfinding in downtown and micro transit.

Response: With respect to the Unsolicited Proposal, the process for consideration of an Unsolicited Proposal is dictated by Florida Statute Section 255.065 and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as required by the above referenced Statute. All City Commission meetings are duly noticed and open to the general public. The entire agenda packet is available on line at the City's website and City staff are available to answer questions the public may have prior to each meeting. Additionally, with respect to general City projects, the City has developed a "Project Page" on the City's website that details the status of current City projects and provides contact information to City project leads who can answer more specific questions that may arise. The Community Redevelopment Agency (CRA) recently contracted with a consultant to complete a Wayfinding Master Plan for the downtown. The CRA has budgeted funds to begin implementing that plan in Fiscal Year 25/26. The CRA has also budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas.

Additional comments/questions received via email on November 25, 2025; 2:06pm from Jessie Skubna

1. **Does the city have a policy for unsolicited proposals? Can you share the policy with me?**

The City does not have a policy for unsolicited proposals. Unsolicited proposals are regulated by Florida Statute 255.065. The City and the unsolicited proposer are required to follow FS 255.065 when making application, receiving, reviewing, and processing any unsolicited proposal it may receive.

2. **How much did the city pay walker consultants for the independent study?**

$7,500

3. **What happens when the project goes over budget?**

If the City Commission accepts the unsolicited proposal, it is expected that a comprehensive agreement will be memorialized with a maximum price for delivery of the project to the City of $10,217,495.97. Cost overruns for the project and construction risk for the project is expected to be borne by the unsolicited proposer.

4. **Is there an appraisal that values the lot at 2 million, where is this evaluation coming from?**

Just value of $3,319,331 for the property and its master parcel was determined by the Polk County Property Appraiser for calendar year 2025. While the City has not procured a separate appraisal of this property, this site is considered to be one of the five pre-vetted locations for potential parking development. The property owner, Urban Action, LLC has committed its interest in the property, for the project, at a valuation of $2,000,000. At 20% of the overall project cost, Walker Consultants has summarized that the land value is likely within acceptable market parameters for the purchase. Additionally, the price per acre for the land associated with the unsolicited proposal is likely less than a similar vacant property on Central Avenue, according to listing prices and valuations received within previous proposals for development.

* * *

5. **How large is the lot? I see the garage would be 96k square feet for the 4 levels. Does that mean the lot is around a half-acre to 3/4 acre?**

The exact dimensions of the parcel proposed to be subdivided and sold to the City on which the completed parking structure is proposed to be located have not yet been determined. However, based upon the size of the garage and conceptual depictions of the parcel within the unsolicited proposal, the approximate parcel size is .62 acres. Exact structure dimensions and subsequent parcel size would need to be determined during the comprehensive agreement negotiation process as well as the final design process.

6. **What are the soft costs?**

According to the unsolicited proposal the total soft costs are $1,436,163. Soft costs generally include engineering design, architectural design, survey work, and legal expenses.

7. **If you commit 10 plus million to this project will that kill any chance of funding for any other parking in the near and far future?**

No. The City implements a variety of strategies and utilizes multiple funding sources to complete projects, including public parking projects. As an example, the City was awarded FDOT grant funding for the 3rd Street complete street project which is anticipated to commence construction this fiscal year. The 3rd Street complete street project includes the enhancement of public on-street parking spaces along this corridor.

8. **Why if people prefer open on street or surface lots are we moving so quickly to spend over 10 million dollars on a garage that has proven not to be the answer due to lack of use in current garage. Why not take the 10 million and spread out throughout all of downtown including 6/10 properties?**

A balanced approach to public parking, as advocated for within the Walker 2022 Downtown Strategic Parking and Mobility Master Plan, includes both structured parking, on-street parking, and public surface lots. The City is actively pursuing this approach. The current parking garage averages approximately 235 vehicles per day and is generally 30% to 50% occupied during normal business hours, depending on the day or season. With multiple redevelopment projects contemplated in the near future, including the Grand Central project, the City anticipates a much higher utilization within the existing garage, and believes the addition of available public parking spaces will facilitate continued growth within the downtown. A second parking structure is a key

component, but certainly not the only component, of the balanced approach. The City will continue to evaluate opportunities to add additional on-street parking spaces as well as potential future public surface parking spaces.

9. Is the garage going to be traditional or precast construction?

According to the unsolicited proposal the structure will be pre-cast concrete construction.

10. What defines this as a public private partnership?

The Florida Legislature defines public private partnerships of this nature in Florida Statutes 255.065.

11. Where will the people who use the lot currently park during construction?

The parking lot that is currently on the property contemplated by the unsolicited proposal is privately owned. It is understood that the property owner has previously allowed public parking on this property, however, the owner has indicated that if this proposal is not approved for a public parking structure, they will cease to allow future public parking and will develop the property with another use. During construction, it is anticipated that existing on-street and/or surface lots near to this site will be utilized. The City will explore options for reducing impacts contemplated by the construction.

12. Is the city willing to put in writing that they will only lease out 10% leaving the 90% for public use at all times no matter what?

Ordinance O-22-47 provides that any leases exceeding 10% of the total inventory within a parking structure require City Commission review and action via a lease agreement or a developer's agreement. All action of the City Commission occurs at duly noticed public meetings with input solicited from the public. Should the City Commission wish to adopt a new ordinance governing the use of public spaces within a City parking structure, it has the ability to do so.

13. Was the parking study adopted and when?

The 2022 Walker Downtown Strategic Parking and Mobility Master Plan was presented to the Downtown CRA Advisory Committee on November 7, 2022. The Advisory

Committee endorsed the plan by a vote of 7 to 3

The 2022 Walker Downtown Strategic Parking and Mobility Master Plan was then presented to the CRA Board on November 14, 2022. It was unanimously endorsed and accepted (7-0).

14. What exactly was walker consulting asked to do for the additional funding that was approved after the original study was completed?

After the initial 2022 Downtown Strategic Parking and Mobility Master Plan, Walker was issued two additional task orders. The first was issued in 2023 for the creation of a Wayfinding Master Plan and Parking Zone Analysis. This was a budgeted item within the Downtown CRA budget. The second was for an independent analysis of the unsolicited proposal. Fees for the independent analysis were paid from the $25,000 application fee submitted by the unsolicited proposer.

WALKER CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
walkerconsultants.com

November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr. Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase One deliverable for the Parking Supply and Demand Analysis in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants



November
2022

Downtown Strategic Parking and Mobility Master Plan

Phase One: Parking Supply and Demand Analysis
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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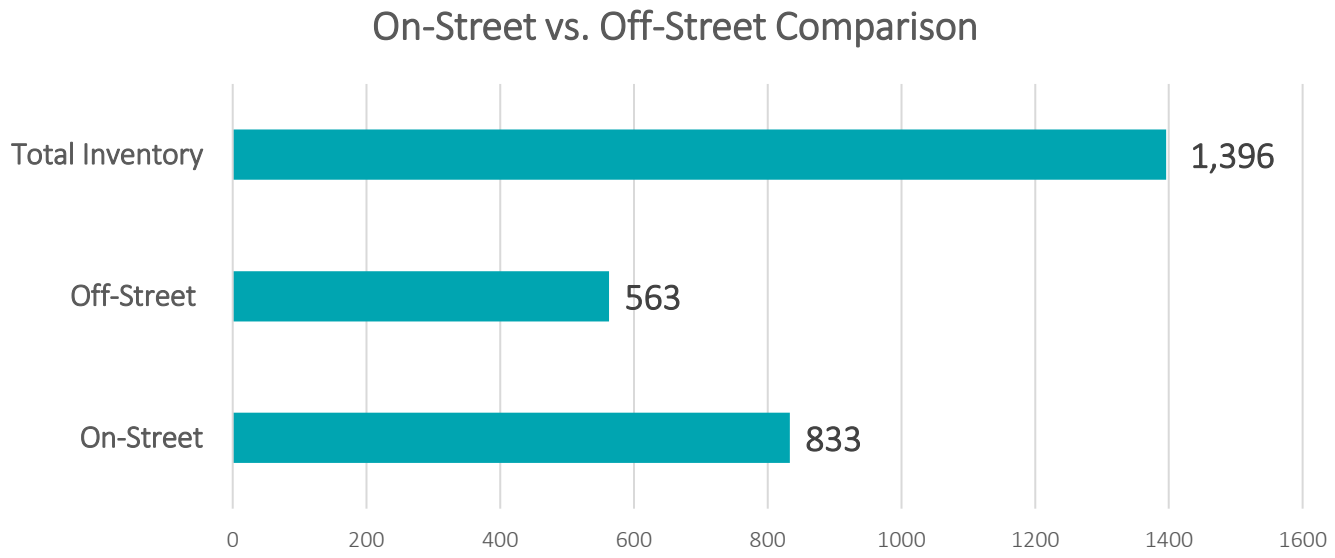
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Executive Summary

A comprehensive public parking inventory supply and demand study has been performed by Walker Consultants for the purpose of assisting the City of Winter Haven, Florida with the development of a Downtown Strategic Parking and Mobility Plan.

Public Parking Inventory

Walker representatives noted the following public parking inventory totals within the study area boundaries.



Peak Public Parking Utilization

Typical peak parking occupancy occurred on a Thursday in April during the midday period of activity between 11:30 a.m. and 2:00 p.m.

Parking Occupancy – Summary

Parking Inventory		Friday Midday	Occ %	Friday Evening	Occ %	Saturday Midday	Occ %	Saturday Evening	Occ %	Thursday Midday	Occ %
On-Street	833	511	61%	367	44%	529	64%	342	41%	590	71%
Off-Street	563	307	55%	184	33%	238	42%	157	28%	420	75%
Total	**1,396**	**818**	**59%**	**551**	**39%**	**767**	**55%**	**499**	**36%**	**1,010**	**72%**

Overview of Findings and Recommendations

As summarized from the conditions of our March 2022 site visit and subsequent April 2022 site visit:

- The overall parking inventory within the study area is considered to be reasonably utilized as the peak observation period noted a 72% parking occupancy of the available inventory. By these utilization standards, sufficient public parking inventory is available to meet today's needs of Downtown Winter Haven.

To some individuals, the perception of insufficient parking may be understandable given the observable availability of parking within the core areas of the study boundaries:

- There is a fair amount of available parking in the City parking structure, however several of the smaller visible surface parking areas and primary street corridors are sufficiently parked, giving motorists the sense that convenient parking is unavailable for several of the small businesses.

Compounding this perception, we recognize pockets of high utilization at points just outside the study area:

- Such utilization pockets have created overlapping parking demand generators, creating multiple perceptions of insufficient parking supply versus a singular demand generator.

To alleviate this misperception, Walker representatives suggest:

- A best practice strategy of implementing a real-time wayfinding and guidance solution. Such a solution would help motorists find the available inventory in the City parking structure as well as street parking spaces with the coordination of real-time digital display signs and a mobile app.

Upon convening with multiple stakeholders, Walker representatives have come to understand a unique difference in opinion as it relates to the need for adding public parking infrastructure:

- Some say the addition of another costly parking structure that sits largely underutilized is not the answer while others believe the added infrastructure will serve as the catalyst to the development needs Winter Haven seeks to achieve.
- Adding pockets of public parking in the format of surface lot inventory requires the ability to purchase land in areas which are conveniently located to potential development projects. Addressing areas where demand exceeds inventory will encourage the redevelopment of idle, underutilized, and vacant land parcels.

As private developers raise the concern for needed public parking infrastructure, the timing appears to be right for exploring a series of public/private partnerships:

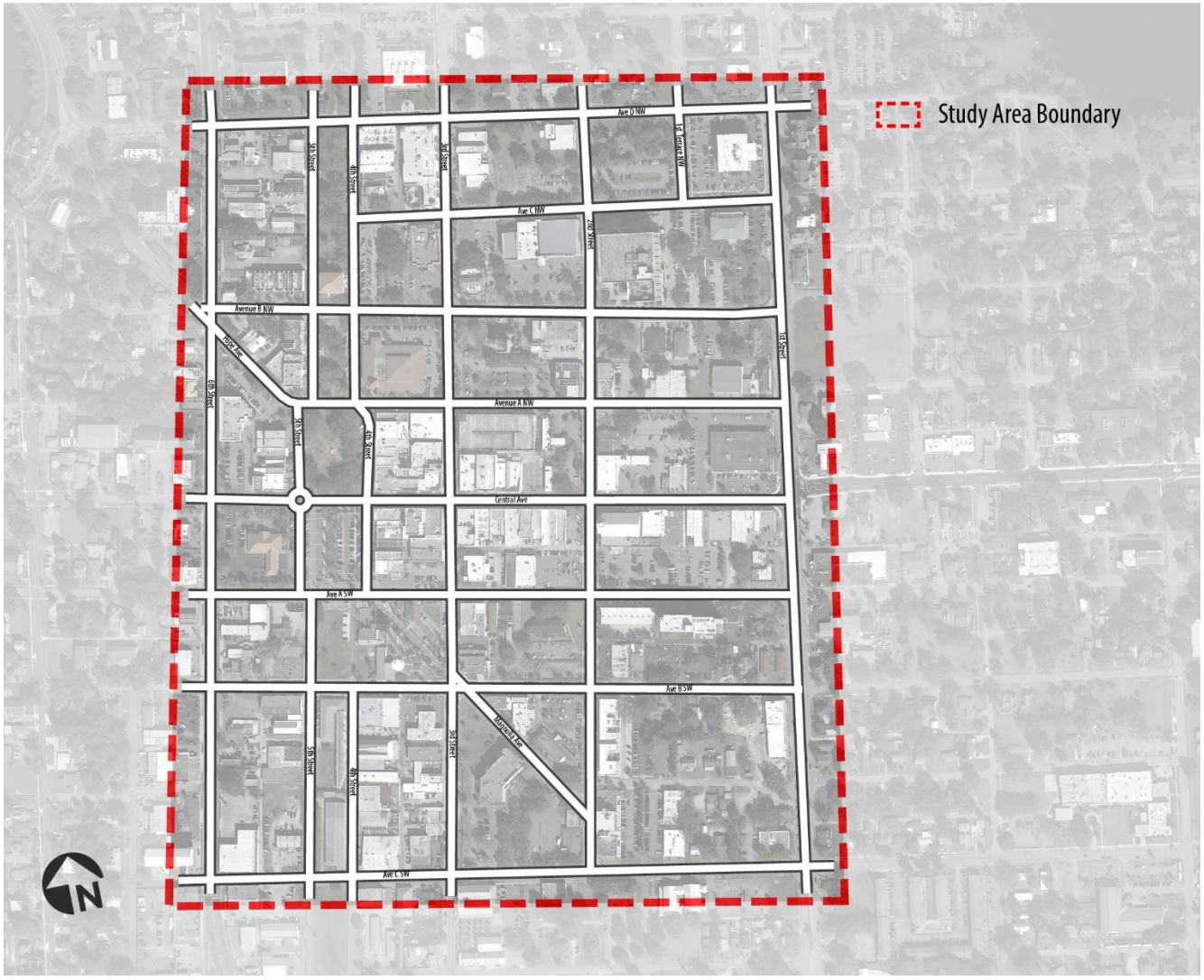
- Under such a scenario, the City would approve the advancement of development projects under a condition which requires the developer to build a public parking component into their development plans, allowing the City to fund, operate, and maintain the public parking component.

01 Inventory Supply

01 Inventory Supply

Walker Consultants proposed to observe and verify the City of Winter Haven's public parking inventory specific to the boundaries defined in the scope of the study engagement: Avenue D NW to the north, Avenue C SW to the south, 6th Street SW to the west, 1st Street South to the east.

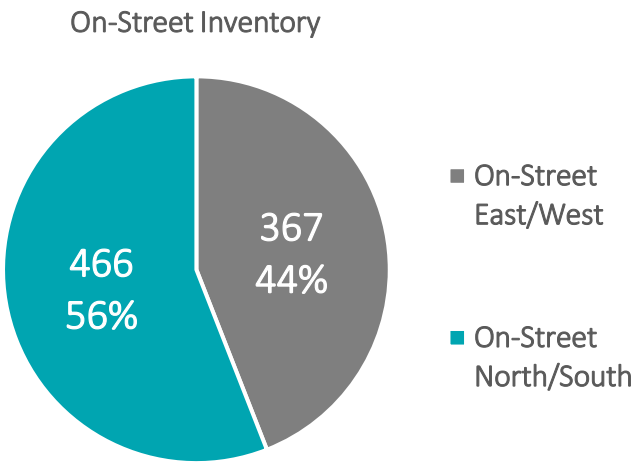
Figure 1: City of Winter Haven Study Area



Walker representatives conducted an initial site visit on March 18th (Friday) and March 19th (Saturday) to observe both on-street parking inventory and off-street parking inventory. A follow up site visit was then conducted on Thursday, April 7th, at the request of several of the community stakeholders to verify utilization on a typical business day. In addition, Walker representatives identified private parking facilities which could potentially be utilized under a shared parking opportunity. In the process, we recognized several of these private parking locations could supplement the City's public parking supply during non-private use operating hours.

On-Street Inventory

While on-site, Walker first conducted an inventory count of each of the on-street parking spaces. This inventory was counted and recorded by north/south streets and east/west avenues and was identified as follows:



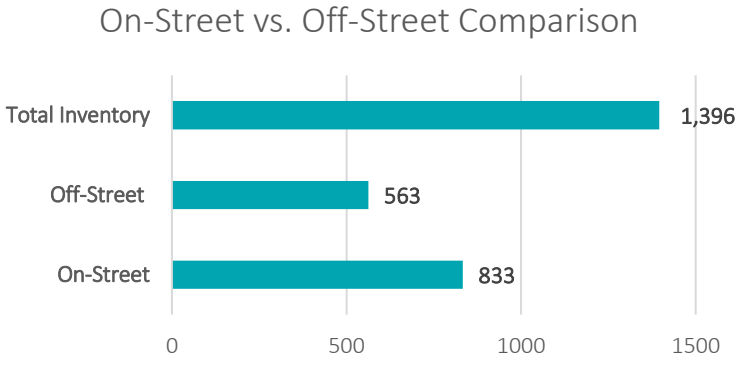


In total, Walker notes **833±** public, on-street parking spaces available in the study area.

Off-Street Inventory

Walker also conducted inventory counts of each of the off-street parking spaces controlled by the City of Winter Haven. The inventory of the parking spaces by individual lot and facility is as follows:

Facility Name/Location	Inventory
1. Ave B NW & 4th St. NW Lot	40
2. Library Lot	67
3. City Parking Garage	267
4. Ave A NW & 2nd St. NW Lot	68
5. 4th St. Lot	37
6. Ave A SW & 3rd St. SW Lot	18
7. Ave A SW & 2nd St. SW Lot	50
8. Magnolia Avenue Lot	16
Total Inventory	**563**



In total, Walker notes **563±** public, off-street parking spaces available in the study area. A visual representation and description of these parking locations have been provided in the following section.

Public Parking Location Profiles

During the two-day site visit, Walker representatives visited each of the City owned parking locations with a focus on each facility's general location in the study area, overall and type of parking inventory, accessibility, operating implications, and potential for site enhancements.

Ave B NW & 4th St. NW Lot[1]

Location: NE Corner of Avenue B NW and 4th St. NW

Public Parking Spaces: 40
Bicycle Storage: No
Points of Interest: Chamber of Commerce, Public Library, Central Park, Winter Haven Ambulatory Surgical Center



Library Lot[2]

Location: 325 Avenue A NW
Public Parking Spaces: 67
Bicycle Storage: Yes
Points of Interest: Public Library, Central Park, Downtown Retail



[1] At the time of Walker's site visit, this location had been removed from service for redesign and construction purposes. The 40-space surface lot was bound by chain-link fencing to keep motorists from parking at the location.
[2] This location has a number of reserved spaces for the specific use by Library staff during business hours.

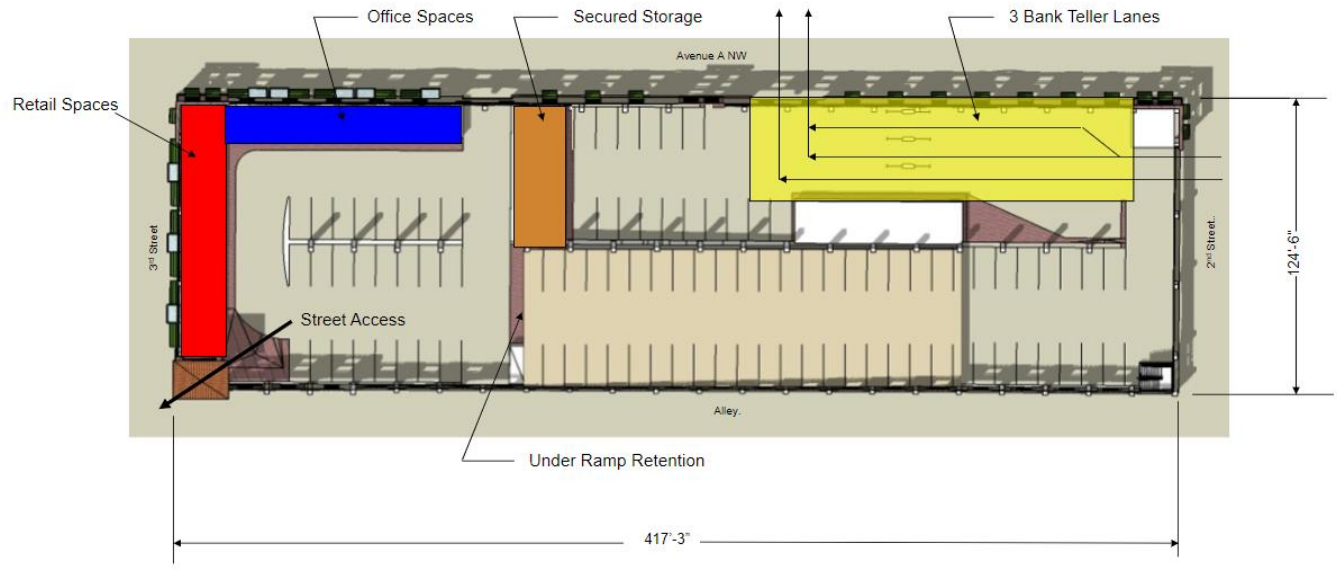
City Parking Garage

Location: 220 Avenue A NW
Public Parking Spaces: 267
Bicycle Storage: Yes
Points of Interest: Downtown Retail, Public Library, Central Park, Ritz Theater



One version of the original parking garage plans suggested an expanded footprint to encompass the width of the entire block from 3rd Street to 2nd Street. The proposed parking structure would have provided 511± parking spaces on four parking levels. In addition to this parking inventory, the ground level would have accommodated drive through teller lanes for the then Wachovia Bank, (currently Wells Fargo Bank) replacing the stand-alone drive through facility existing on the site today. Also provided on the site would have been ground floor retail space along the 3rd Street edge of the structure and office or retail space wrapping the corner along Avenue A NW.

Figure 2: Optional Design for the City of Winter Haven parking Garage – Ground Floor



Source: Martin & Vargas Design and City of Winter Haven

Ave A NW & 2nd St. NW (Post Office) Lot

Location: 143-185 Avenue A NW
Public Parking Spaces: 68
Bicycle Storage: No
Points of Interest: Post Office, Downtown Retail



4th St. Lot (South Central Park)

Location: West side of 4th St. SW, south of Central Ave.
Public Parking Spaces: 37
Bicycle Storage: Yes
Points of Interest: Central Park, Downtown Retail



NW corner 2nd St. SW and Ave A SW Lot

Location: NW corner 2nd St. SW and Ave A SW
Public Parking Spaces: 50
Bicycle Storage: No
Points of Interest: Downtown Retail, Central Park



NW corner 3rd St. SW and Ave A SW Lot

Location: NW corner 3rd St. SW and Ave A SW
Public Parking Spaces: 18 – some reserved
Bicycle Storage: No
Points of Interest: Downtown Retail, Central Park



Magnolia Avenue Lot (Water Tower)

Location: 131 3rd St. NW
Public Parking Spaces: 16
Bicycle Storage: No
Points of Interest: Central Park, Downtown Retail, Andy Thornal Co.



With the exception of the surface parking lot located at the Winter Haven Post Office, these remaining four surface parking lots have been conveniently designed to serve the local businesses south of Central Avenue, between 4th Street SW and 2nd Street SW. Their collective public parking inventory totals 121 off-street parking spaces.

Ideally, we suggest the location of the Post Office surface parking lot should be designed to serve the permit parking needs of the nearby office properties on Avenue B NW. Unfortunately, the block immediately to the north and to the south do not require a great deal of public parking inventory needs as the businesses to the north generally provide their own parking needs and the First Baptist Church to the south has ample parking for its primary use needs.

Given the Post Office lots proximity to the City's parking structure, we might consider a suggestion to land swap this parcel for a more appropriate site to develop needed parking inventory.

Observations of Private Parking Supply

Walker representatives elected not to inventory the private parking supply with the understanding that these parking locations have been designed to accommodate their intended business case uses. However, subsequent limited stakeholder group conversations with various community business partners and land owners revealed the private parking inventory is not significant to handle capacity tenant needs within some of the professional service locations. Specifically, tenant spaces within the 199 Avenue B NW property and a few other property sites owned by Six/Ten LLC.

These private parking spaces could reasonably be considered an opportunity to benefit the overall public parking need, especially when the inventory is underutilized during non-operating business hours. Partnership, whether formal or informal, with owners of private parking inventory would allow more efficiency and flexibility with the City of Winter Havens parking plan in response to ongoing development needs. Locations of private parking inventory of note include those listed in the following table.

Table 2: Private Parking Inventory Alternative Options

Parking Lot	Location	Notes
1. Wells Fargo Bank	NE corner of Ave A NW and 3rd St. NW	Good location near downtown retail and Central Park. Option for night and weekend use.
2. Heartland Church	NW corner of 2nd St. NW and Ave B NW	Good overflow location for downtown office, downtown retail and Central Park events. Option for use weekdays, evenings, and Saturdays.
3. Bank of America	SW corner of Central Ave and 5th St. SW	Good location near Central Park and downtown retail. Option for night and weekend use.
4. First Baptist Church	NW corner of Avenue A SW and 2nd Street SW	Good location for employee permit parking during the business day and overflow parking for weekend festivals and events.
5. Adamson & Co., PA	NW corner of 2nd St. SW and Ave C SW	Good location near Grove Roots Brewery and growing 3rd St. retail. Option for night and weekend use.

Walker representatives understand a planned development scenario is has already been identified for the Wells Fargo Bank surface lot, however, other remaining sites present opportunities for public/private lease agreements to meet inventory needs as the downtown landscape changes and develops.



02 Demand Utilization

02 Demand Utilization

The weekday and weekend parking occupancy for on-street and off-street demand patterns is summarized in the following maps and tables. Walker representatives observed the most change throughout the four blocks between Avenue B NW and Avenue B SW for both on-street and off-street demand, representing typical parking demand in relation to the types of land uses within that area of downtown.

Friday March 18, 2022 – Midday

Observations

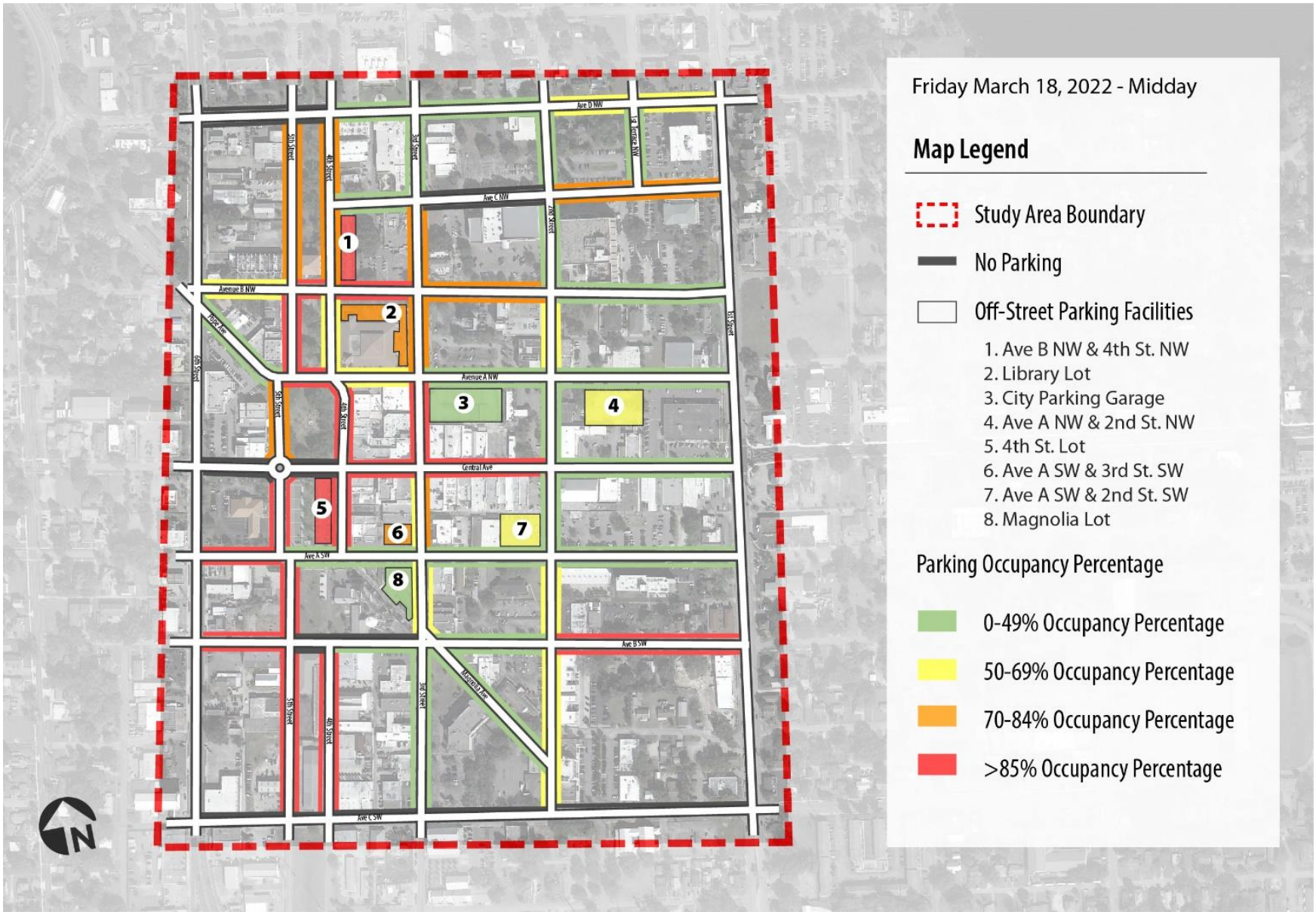
- Appeared to by a typical weekday lunch crowd with significant activity along the W Central Avenue and 4th Street corridor.
- Set-up for the weekend art festival was beginning with vendors looking to park vehicles to begin their tent set-ups.
- Central Ave was an active area with high activity near Adler's, Honeycomb Bread Company, and the Smokin' OX BBQ along Ave B SW.



Table 3: Parking Occupancy – Friday March 18, 2022 - Midday

Parking Occupancy – Friday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	511	61%
Off-Street	563	307	55%
Total	**1,396**	**818**	**59%**

Figure 3: Demand Utilization Friday March 18, 2022 – Midday



Friday March 18, 2022 – Evening

Observations

- Setup for weekend art festival continues with vendors occupying nearby parking inventory.
- Dinner crowd appeared to be somewhat diminished.
- Central Avenue and 4th Street continued to be the clear nexus of activity.
- While just outside the southern boundary of the study area, Grove Roots craft brewery had an extensive early evening crowd requiring overflow parking needs in the BB&T parking lot. The evening was pleasant, and many patrons were enjoying the outdoor space at the brewery.

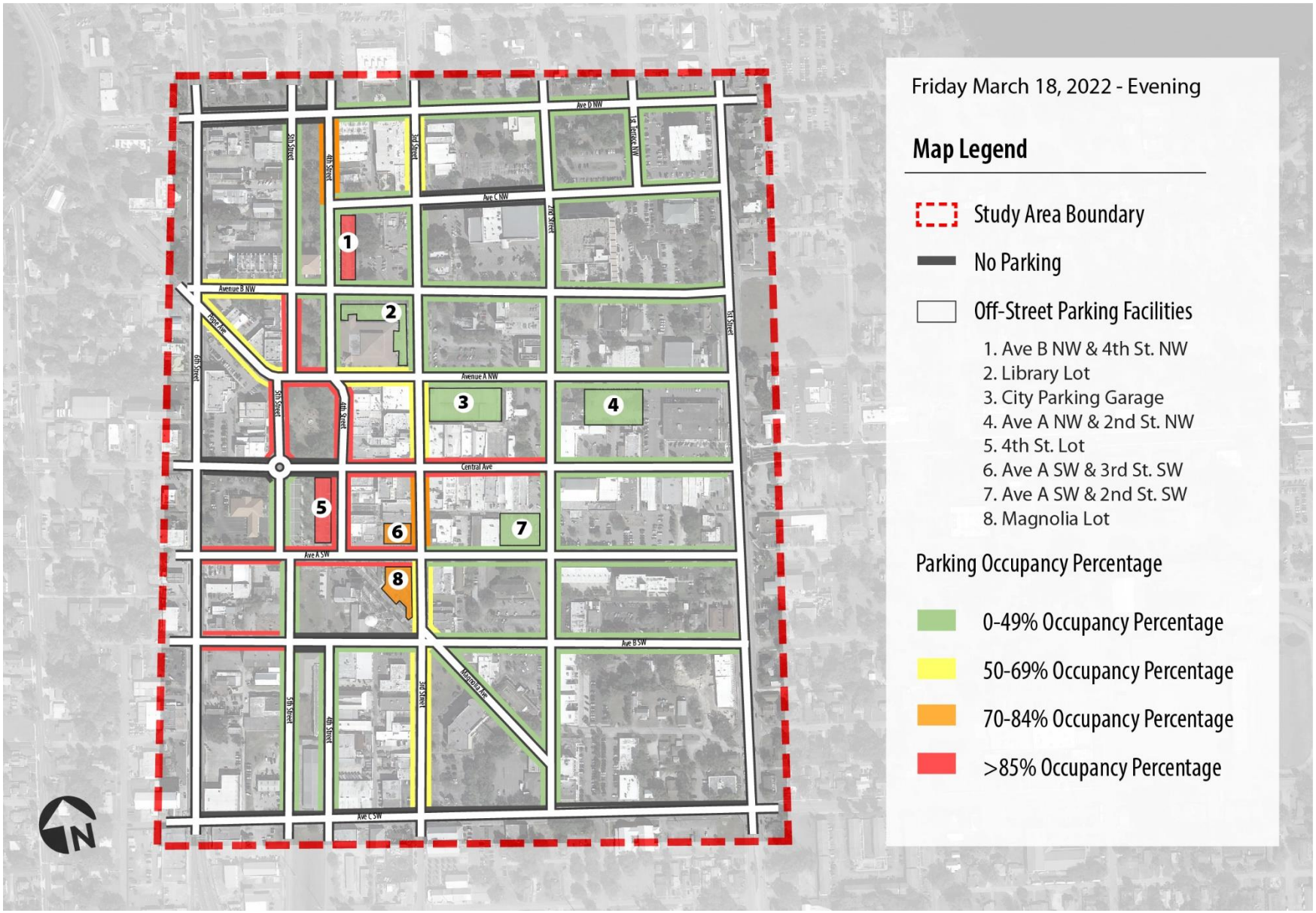




Table 4: Parking Occupancy – Friday March 18, 2022 - Evening

Parking Occupancy – Friday Evening			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	367	44%
Off-Street	563	184	33%
Total	**1,396**	**551**	**39%**

Figure 4: Demand Utilization Friday March 18, 2022 – Evening



Saturday March 19, 2022 – Midday

Observations

- Active pedestrian engagement from both the Art Festival in Central Park as well as the Winter Haven Farmers Market on Avenue C SW and 3rd St. SW next to Grove Roots Brewery.
- Core parking areas fully utilized with a clear draw to the Art Festival.
- Haven Coffee Roasters was celebrating its 1-year anniversary with giveaways and family events.
- Northeast quadrant of the study area remained very underutilized in the absence of professional office, medical office, and clinic activity.



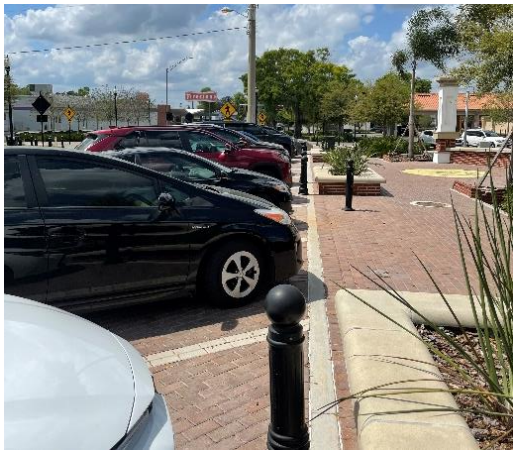


Table 5: Parking Occupancy – Saturday March 19, 2022 - Midday

Parking Occupancy – Saturday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	529	64%
Off-Street	563	238	42%
Total	**1,396**	**767**	**55%**

Figure 5: Demand Utilization Saturday March 19, 2022 – Midday



Saturday March 19, 2022 – Evening

Observations

- Art Festival crowds were very light and beginning to disband by the time of the evening observations.
- The Historic Ritz Theater showcased the Amazing Scott McFall, nominated for the International Hypnotist Hall of Fame in 1998. Seating and parking provided a minimal impact to parking inventory.
- Core area (Central & 3rd St.) continued to remain at peak occupancy, however pedestrian activity is far less than earlier observation period.

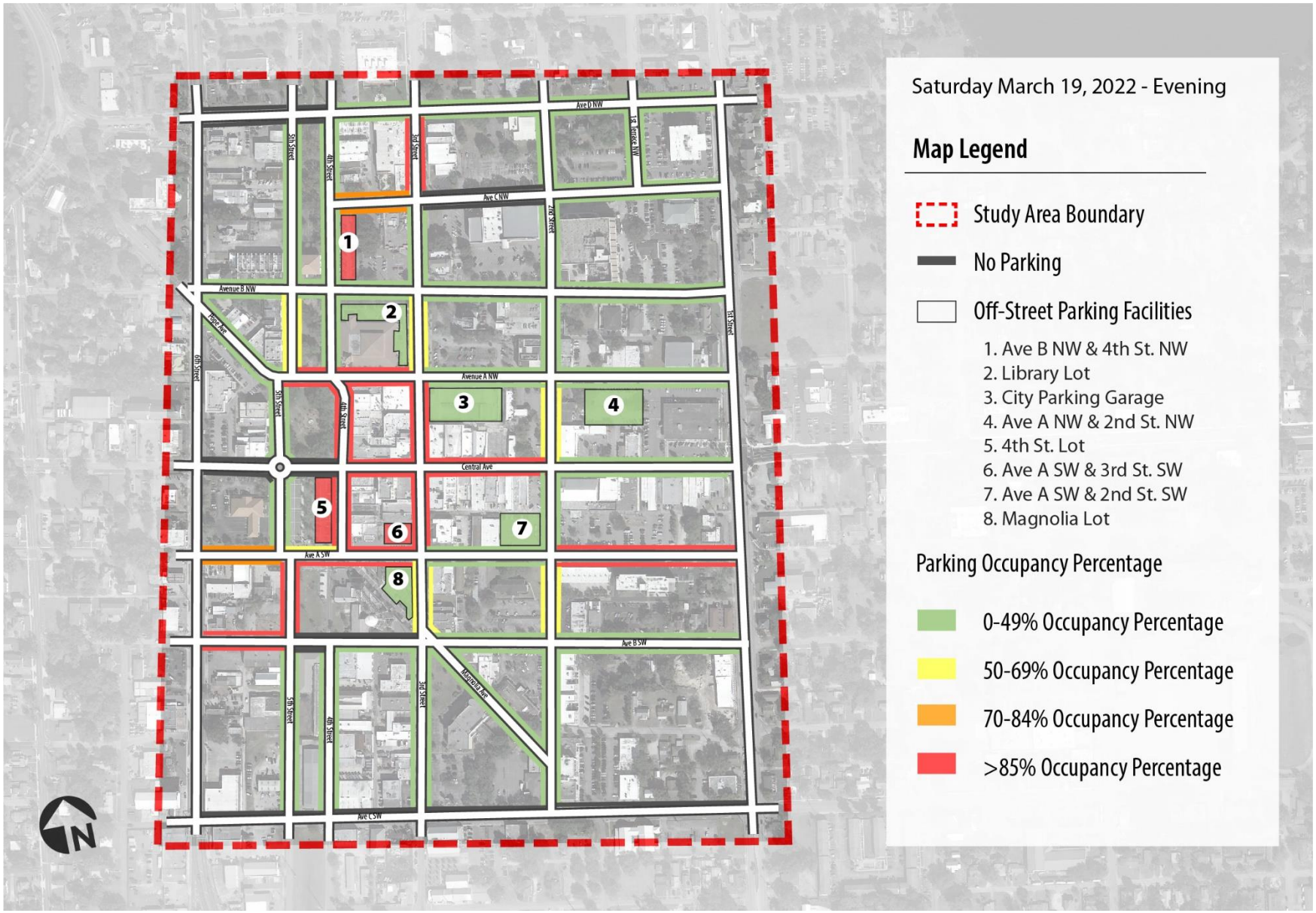




Table 6: Parking Occupancy – Saturday March 19, 2022, Evening

Parking Occupancy – Saturday Evening			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	342	41%
Off-Street	563	157	28%
Total	**1,396**	**499**	**36%**

Figure 6: Demand Utilization Saturday March 19, 2022 – Evening



Thursday April 07, 2022 – Midday

Observations

- As anticipated from previous stakeholder comments, much of the on-street inventory north of the City's parking structure (surrounding the commercial office properties) was significantly more utilized.
- Nearly all of the on-street inventory available on 3rd Street, 4th Street, and 5th Street was consistently utilized.
- All of the City's off-street parking locations with the exception of the City's parking structure were observed to be utilized beyond 85% capacity, signifying public parking inventory challenges in areas of commercial and office demand.

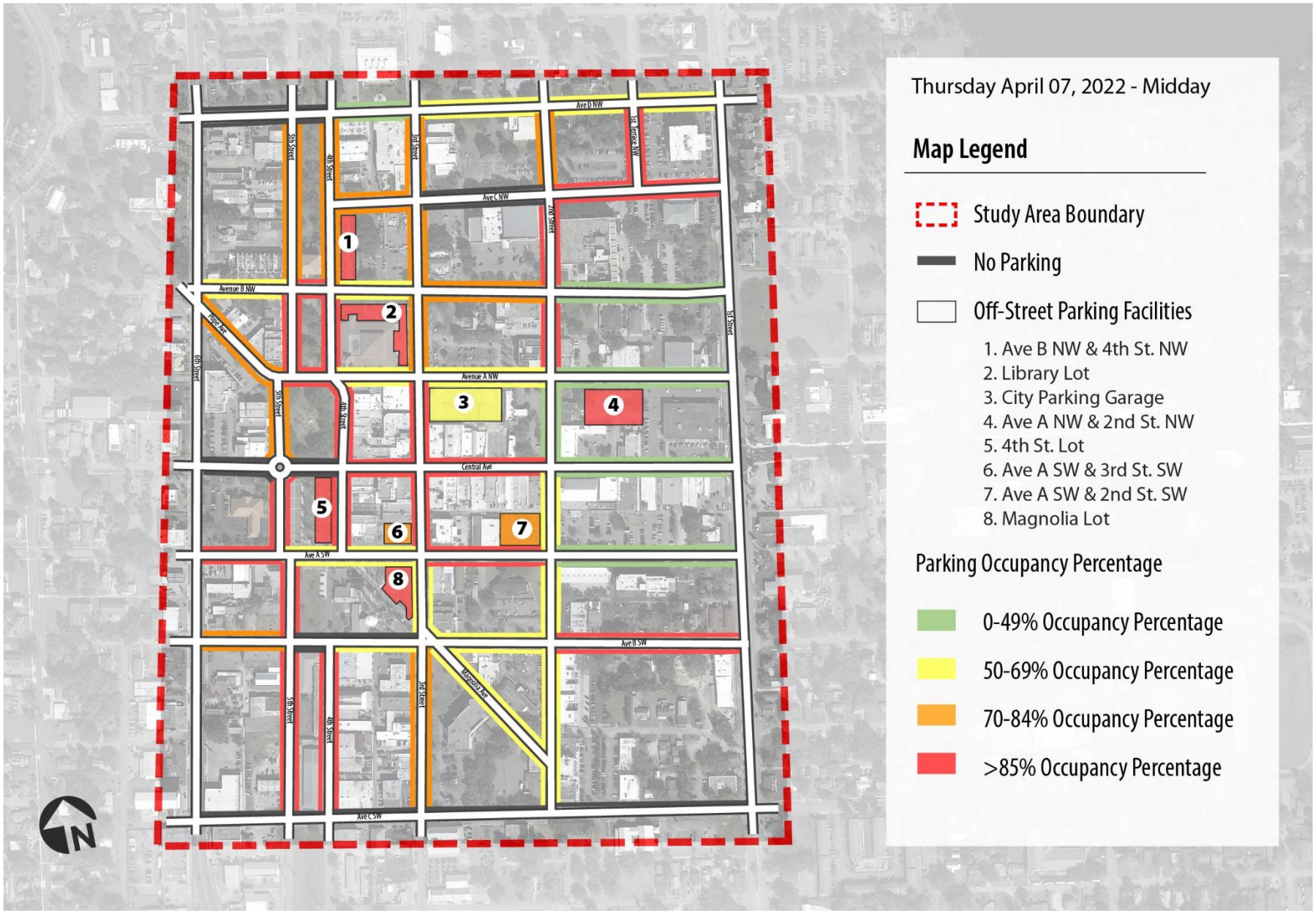




Table 7: Parking Occupancy – Thursday April 07, 2022, Midday

Parking Occupancy – Thursday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	590	71%
Off-Street	563	420	75%
Total	**1,396**	**1,010**	**72%**

Figure 7: Demand Utilization Thursday April 07, 2022 – Midday



Demand Utilization Summary

Table 8: Parking Occupancy Summary

Parking Occupancy – Summary											
Parking Inventory		**Friday Midday**	**Occ %**	**Friday Evening**	**Occ %**	**Saturday Midday**	**Occ %**	**Saturday Evening**	**Occ %**	**Thursday Midday**	**Occ %**
On-Street	833	511	61%	367	44%	529	64%	342	41%	590	71%
Off-Street	563	307	55%	184	33%	238	42%	157	28%	420	75%
Total	**1,396**	**818**	**59%**	**551**	**39%**	**767**	**55%**	**499**	**36%**	**1,010**	**72%**

Walker representatives learned the Winter Haven Arts Festival is considered to be one of the more active events within the downtown area each year. Observations by Walker representatives validated that the core parking inventory was heavily utilized. Core parking areas have been defined by the following roadway boundaries:

- Central Avenue, between 2nd St. SW and 4th St. SW
- 3rd St., between Avenue A NW and Avenue A SW
- 4th St., between Avenue A NW and Avenue A SW
- Avenue B SW, between 6th St. SW and 5th St. SW

As summarized from the conditions of our March 2022 site visit and subsequent April 2022 site visit, the overall parking inventory within the study area is considered to be reasonably utilized as the peak observation period noted a 72% parking occupancy of the available inventory. By these utilization standards, sufficient public parking inventory is available to meet today's needs of Downtown Winter Haven.

To some individuals, the perception of insufficient parking may be understandable given the observable availability of parking within the core areas of the study boundaries. There is plenty of available parking in the City parking structure, however several of the smaller visible surface parking areas and primary street corridors are sufficiently parked, giving motorists the sense that convenient parking is unavailable.

Compounding this perception, we recognize pockets of high utilization at points just outside the study area. Such pockets have created overlapping parking demand generators, creating multiple perceptions of insufficient parking supply versus a singular demand generator.

To alleviate this misperception, Walker representatives suggest a best practice strategy of implementing a real-time wayfinding and guidance solution. Such a solution would help motorists find the available inventory in the City parking garage as well as street parking spaces with the coordination of real-time digital display signs and a mobile app.

Walkability and Level of Service

Visitors, customers, and employees each have a unique perception of what is an acceptable parking location in relation to their destination. Employees can typically be encouraged to park farther away, while visitors and customers desire access to the closest parking available. In Table 9, walking times are presented to help provide a common context of acceptable walking distances from the proposed project site.

When considering factors that predict parking location utilization, Walker has developed a level of service (LOS) approach. One of the quantitative factors in this approach addresses the maximum walking distance from the parking location to the destination when the walking distance is outdoors and uncovered. To further serve the basis of this explanation, the exhibit below provides the walking distances associated with the level of service from parking location to destination.

Table 9: Minimum Walking Distance from Parking Location to Destination

Maximum Walking Distance	LOS D	LOS C	LOS B	LOS A
Within Parking Facilities				
Surface Lot	1,400’	1,050’	700’	350’
Structure	1,200’	900’	600’	300’
From Parking to Destination				
Climate controlled	5200'	3800'	2400'	1000'
Outdoors, covered	2000'	1500'	1000'	500'
Outdoors, uncovered	1600'	1200'	800'	400'

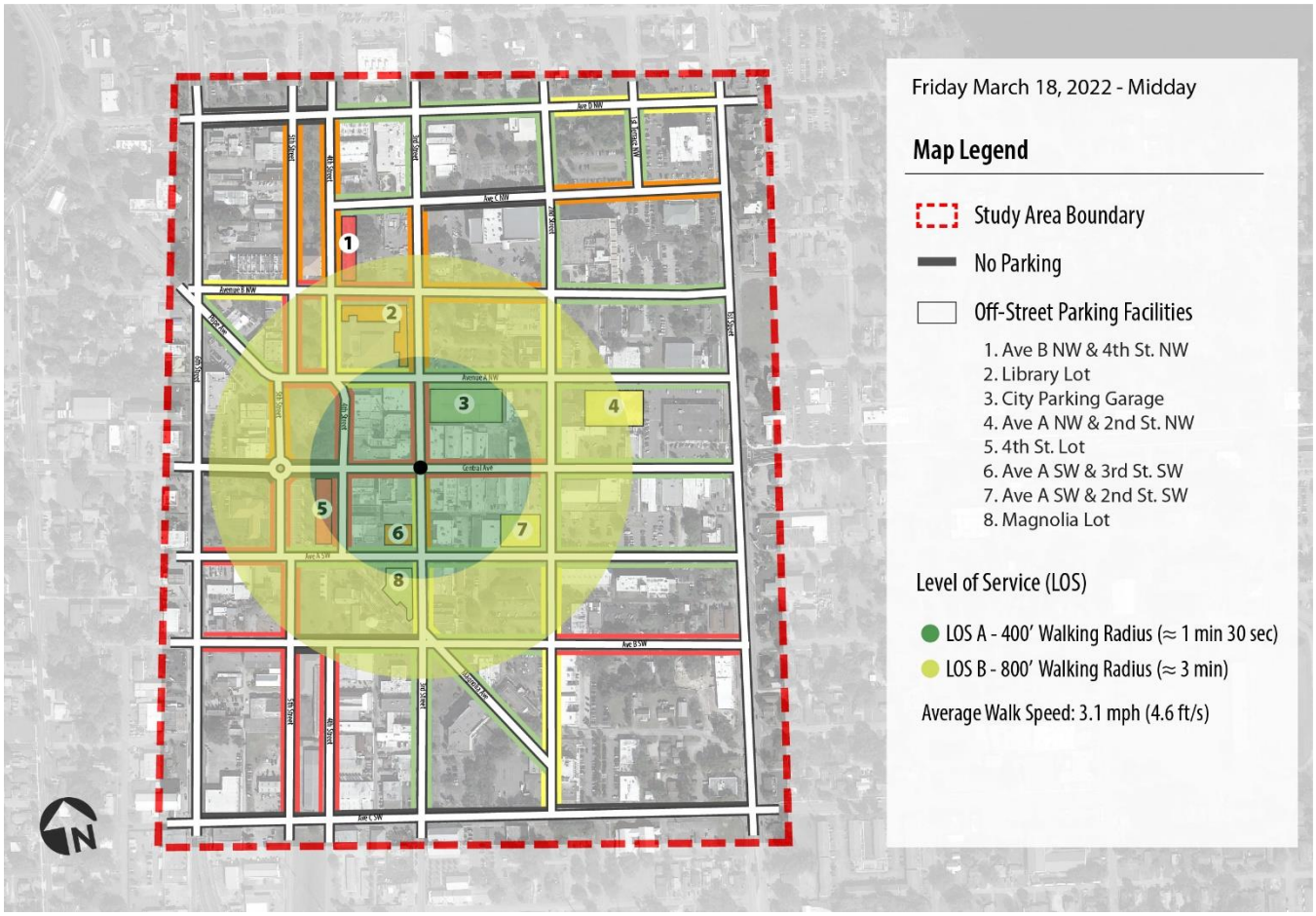
Source: Parking Structures Third Edition/Walker Consultants 2004

An outdoor, uncovered walking distance ≤400 feet is considered ideal for nearly all patrons and visitors electing to utilize a parking location, thus defined as a level of service A. Doubling this walking distance to 800 feet defines a level of service B. At this level of service, patrons begin thinking about other suitable parking options, if available. When comparing the level of service distances to a typical full blocks in Downtown Winter Haven, Walker estimates blocks running east/west measure an average distance of 400 to 440 feet, and north/south blocks measure 275 feet distance on average.

Figure 8 demonstrates the walking distances from the primary intersection of W Central Avenue and 3rd Street. To assist with an approximation of distance, Walker has created a series of circles reflecting distance from this intersection “as the crow flies”, measured in feet. It is important to recognize the distances defined by the circles do not consider actual pedestrian travel paths as required by sidewalks and prevented by building obstructions. With this in mind, Walker recommends uncovered walking distances within the 400’ circle as reasonably acceptable distances for a minimum Level of Service A. Dining and commercial retail locations outside of the 400’ circle may certainly consider the conditional use if no other reasonably-priced options are available, or unless additional proximate inventory is constructed. It should also be noted that Downtown Winter Haven has a walkability score of “74” as defined by walkscore.com. Scores between 70 and 89 are known to be very walkable, meaning that most captive activity within the area may be accomplished on foot.

Within the downtown core, parking inventory is still readily available within an 800 ft. radius of the intersection of Central Avenue and 3rd Street., with a significant inventory available in the City-owned parking structure. (See **Figure 3**) The 800 ft. radius represents the potential walking distance that is considered an acceptable "level of service" for most individuals.

Figure 8: Level of Service (LOS)



Under Walker's forthcoming *Phase 2: Parking Alternatives Analysis* portion of our engagement with the City, we will provide greater focus on the use of walkability and level of service methodologies as we work to identify alternate sites where added parking infrastructure may best serve the future development needs of Downtown Winter Haven.

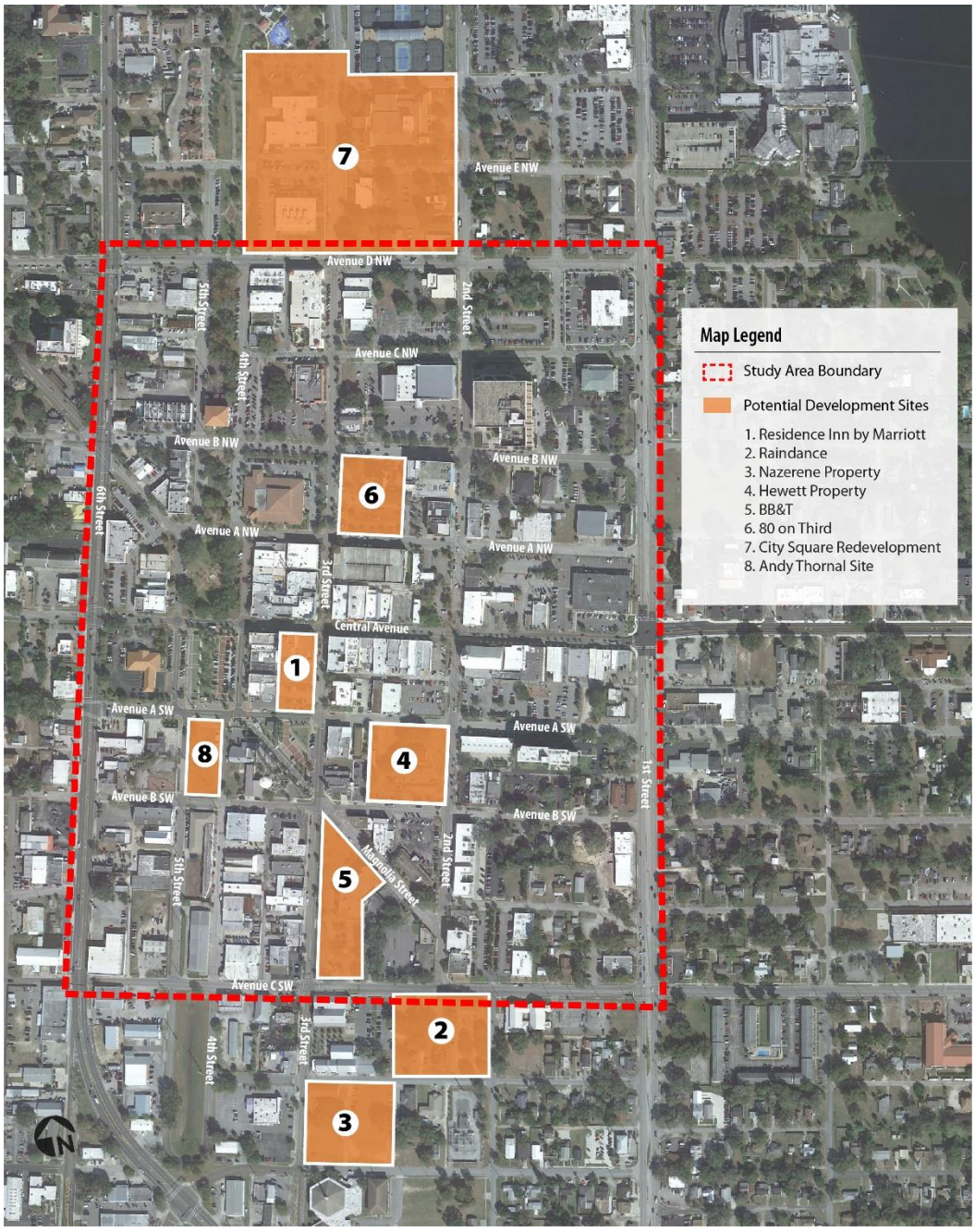
Our objective will require placing the center of the 800 ft. radius on each potential parking inventory site to demonstrate the walkability towards all viable destinations in downtown. We potentially intend to factor locations at or near the existing study boundaries.

03 Future Demand

03 Future Demand

Walker representatives met with several key downtown stakeholders and several of the known development partners seeking incentives and opportunities to move their projects forward with the City. During the process, we learned some development projects required the use of the City's public parking inventory while other projects suggested the loss of shared public parking inventory, placing a premium on the City's remaining public parking inventory.

Figure 9: Potential Development Sites (as of the date of this report)



01 Residence Inn by Marriott

One of the initial conversations centered around the development of a 131-room Residence Inn by Marriott with approximately 10,000-sf of restaurant and retail space on the ground floor. Planned for a location in the Central Business District (CBD) at the SW intersection of W Central Avenue and 3rd Street SW (shown as number 1 on **Figure 9**), the project suggests the redevelopment of a significant portion of a city block. **Figure 10** provides an aerial view of the project site, identifying exiting buildings and a City-owned and operated surface parking lot.

Figure 10: Hotel Project Location Aerial View



Source: Onicx Group November 2021

Prior to any redevelopment plans, the project site's existing land use offers 44,575-sf of office space and 12,155-sf of retail space, suggesting a need for 134± parking spaces to meet the needs of the office employees and 49± parking spaces to meet the needs of the retail customers and employees. Certainly, the application of shared parking principles and captive use by other land use patrons could reduce these overall numbers by time of day and day of week. As an example, office parking needs will be significantly lower during the evenings and weekends, while retail needs will be significantly greater during these same activity periods. Recognizing the sheer size of office space, our model increases the employee base parking ratio of from 3.0 spaces to 3.41 spaces per thousand square feet of office. As such, we project the need for as many as 200± parking spaces during a typical peak weekday hour at 2:00 p.m. when the office space is fully leased and built out. (166± parking spaces for the office use and 44± parking spaces for the retail use)

Walker representatives understand the plans for the new hotel site will include the planned use of 131 rooms, a 50-seat restaurant without a bar, a 25-seat restaurant with a bar, and as much as 5,000-sf of retail space. While much of the hotel restaurant activity will be typically captive to the hotel guests, some external demand could be generated as a result of the quality and type of the restaurant. As an example, chef-owned restaurants, as opposed to commercially operated chain restaurants, tend to attract demand which is not necessarily captive to the hotel. It should also be recognized that Walker's methodology uses a base parking ratio relative to the amount of square feet per restaurant. Actual demand, versus code-approved use, is often not tied to individual seating, but rather occupied space related to patron waiting or gathering areas and number of employees working within the 'front of the house' (maître d' and hostess) and 'back of the house' (kitchen).

Walker's research projects a general rule of thumb relative to 25-sf per seat to project the dining and service areas without including restrooms, office, storage, cleaning supplies, equipment and kitchen. Using a 50-seat restaurant model, we would assume a dining and service area equivalent to 1,250-sf. When we apply our base ratio of 13 to 17 spaces per thousand square foot, we would assume a range of 16 to 22 spaces required for restaurant patrons only. Additional parking inventory would be required for management, wait staff, and service staff when alternate forms of transportation are not prevalent within the community.

Under Walker's shared parking model approach, we project a typical demand for as many as 145± parking spaces during a typical peak hour demand at 8:00 a.m. on a weekday and a weekend. This collective demand accounts for the morning meal period, overnight hotel guests, and employee parking needs to serve the hotel and dining amenities. When compared to the existing land use parking needs of 200± parking spaces, we recognize a net need of (-55) parking spaces to satisfy the new development.

This project requires the removal of the public parking inventory in the City's 18-space surface parking lot located at the northwest corner of Avenue A SW as well as the removal of four (4) parallel parking spaces along 3rd Street which will be used for valet parking services. While the planned project suggests a lesser demand for public parking infrastructure by as many as 55± parking spaces, the loss of twenty-two (22) public parking spaces creates a net need of 33± public parking spaces.

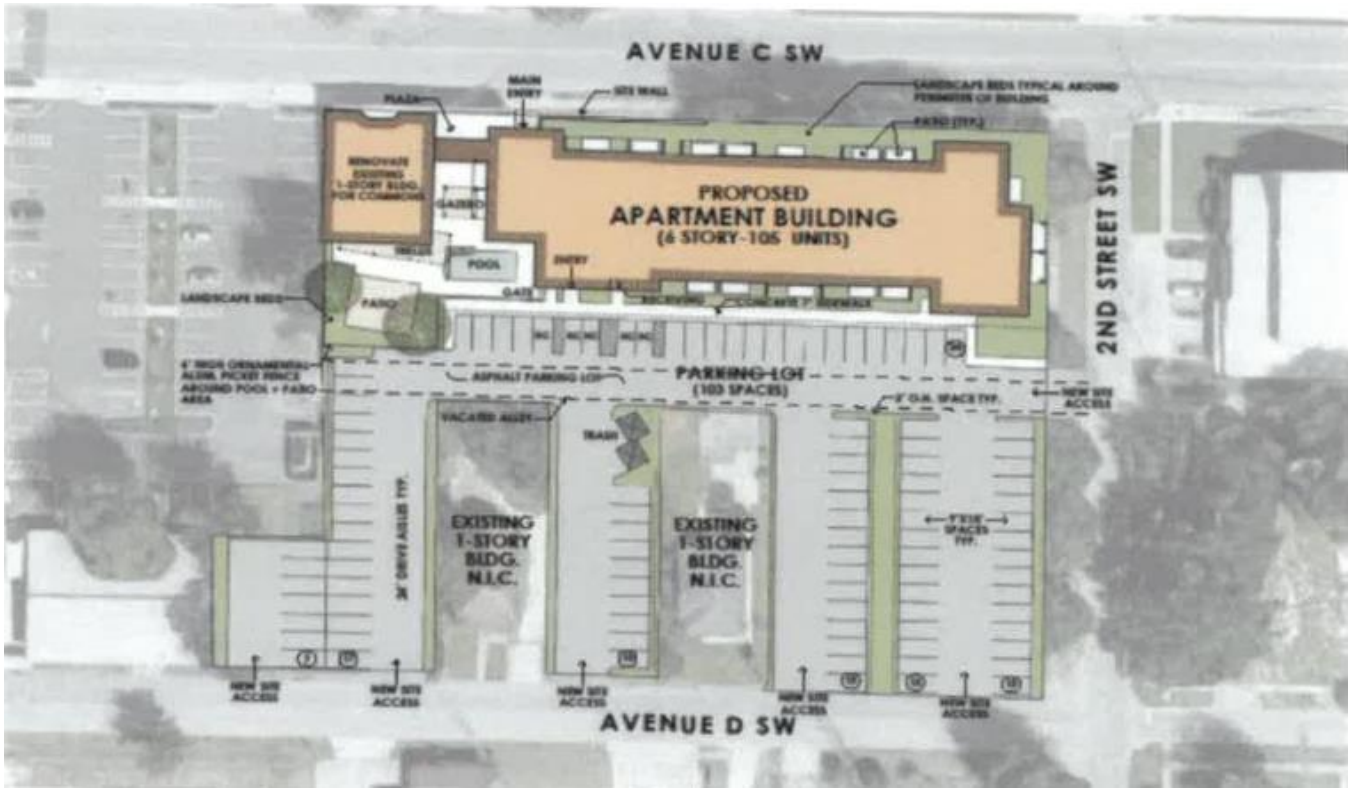
Existing Land Use Parking Projections: (Office and Retail)	200± parking spaces
Proposed Residence Inn Parking Projections: (Hotel rooms, Dining, and Retail)	145± parking spaces
Net Reduction for Public Parking Demand	55 public parking spaces
(-) Loss of Public Parking Infrastructure: (Hotel Development Plans)	22 public parking spaces
Total Net Reduction for Public Parking Demand:	**33 public parking spaces**

02 Raindance

The Raindance apartment building (identified as number 2 on **Figure 9**) is currently under development with six floors and 105 one-bedroom and two-bedroom units. This development is planned to provide 103 surface parking spaces, which may not quite meet the anticipated demand of residents by approximately 20-30 parking spaces depending on the residential unit mix. Accommodating residential visitors will require 10± additional parking spaces.

Expected completion: October 2022

Figure 11: Design Plans for the Raindance Development Project



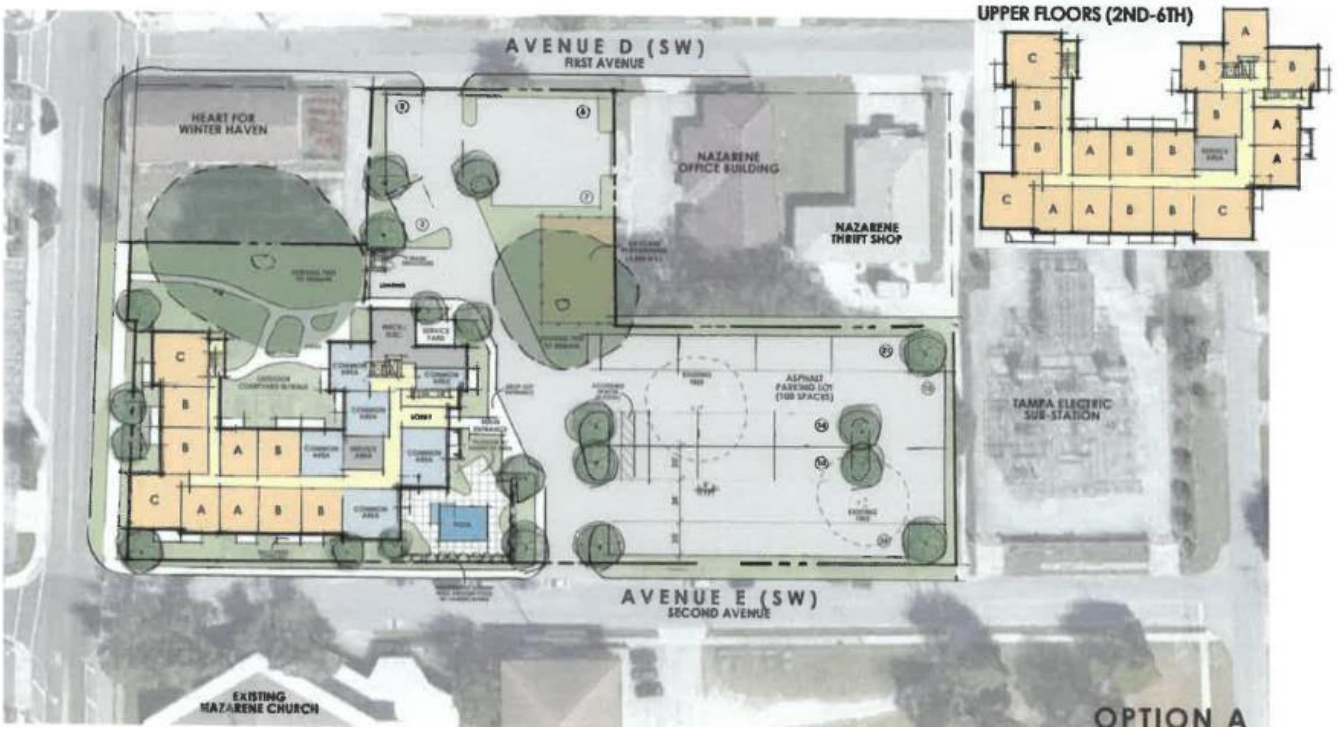
Source: Six/Ten LLC; January 2021

The development of this six-story residential property suggests the added need of additional parking spaces to meet the needs of any planned multi-bedroom units. By typical standards, a measurement of 1.5 spaces per unit is an acceptable benchmark starting point. Through Walker's extensive planning research and review of thousands of residential developments we have realized as few as 0.85 to 0.9 spaces per efficiency and one-bedroom units and as many as 1.65 parking spaces per two-bedroom units. The findings are adherent to a percentage of some turnover and vacancies as well as the collective mix of single and paired residents electing to occupy the one- and two-bedroom units. Under this scenario, Six/Ten LLC suggests a need for additional public parking infrastructure to support additional vehicle needs and the growing potential for visitor parking inventory.

03 Nazarene Property – Raindance II

Similar to Raindance, with a yet to be determined residential unit mix, this development will also have six floors. Initial plans suggest a 105-space surface parking lot. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 3 on **Figure 9)**

Figure 12: Design Plans for the Nazarene Development Project



Source: Six/Ten LLC; January 2021

Both the Raindance and the Nazarene Properties are located just outside of the southern boundaries of the study area, suggesting a heavy residential concentration between Avenue C SW and Avenue D SW. Paired with a potentially known residential development for the BB&T site (discussed later in this section), we would anticipate a sudden densification in the southern end of the downtown. When this type of planned growth occurs, we typically see the development of retail and entertainment destinations to serve the needs of the built-in resident base. As with the case with the Grove Roots Brewing Company, much of today's consumer and patron traffic has made its way to this destination form parts outside of the downtown area. Some of today's businesses within this area may decide the changing development landscape does not meet their business goals, or they may recognize the opportunity to sell may allow for their business model to relocate to a newer more efficient building and location. When this happens, developers will be quick to take advantage of the market to add community economic value where possible. To be prepared for the impact of this organic growth, we recommend the City may want to explore opportunities for a public/private partnership to not only support the development projects, but more importantly maintain reasonable public parking inventory levels.

Neither of these two planned residential developments require the removal of any existing public parking infrastructure.

04 Second Street Hewett Property

This development will be a mixed-use property with first floor retail of approximately 7,500 square feet and multi-family residential units. As plans are being developed, it is unclear as to the net parking inventory effect this development will have on demand and inventory. There are indications that a parking structure will be included to serve the base parking ratio needs of the residential component while retail parking ratios may need to be satisfied by the nearby public parking infrastructure. (Identified as number 4 on **Figure 9)**

Figure 13: Design Plans for the Second Street Hewett Property



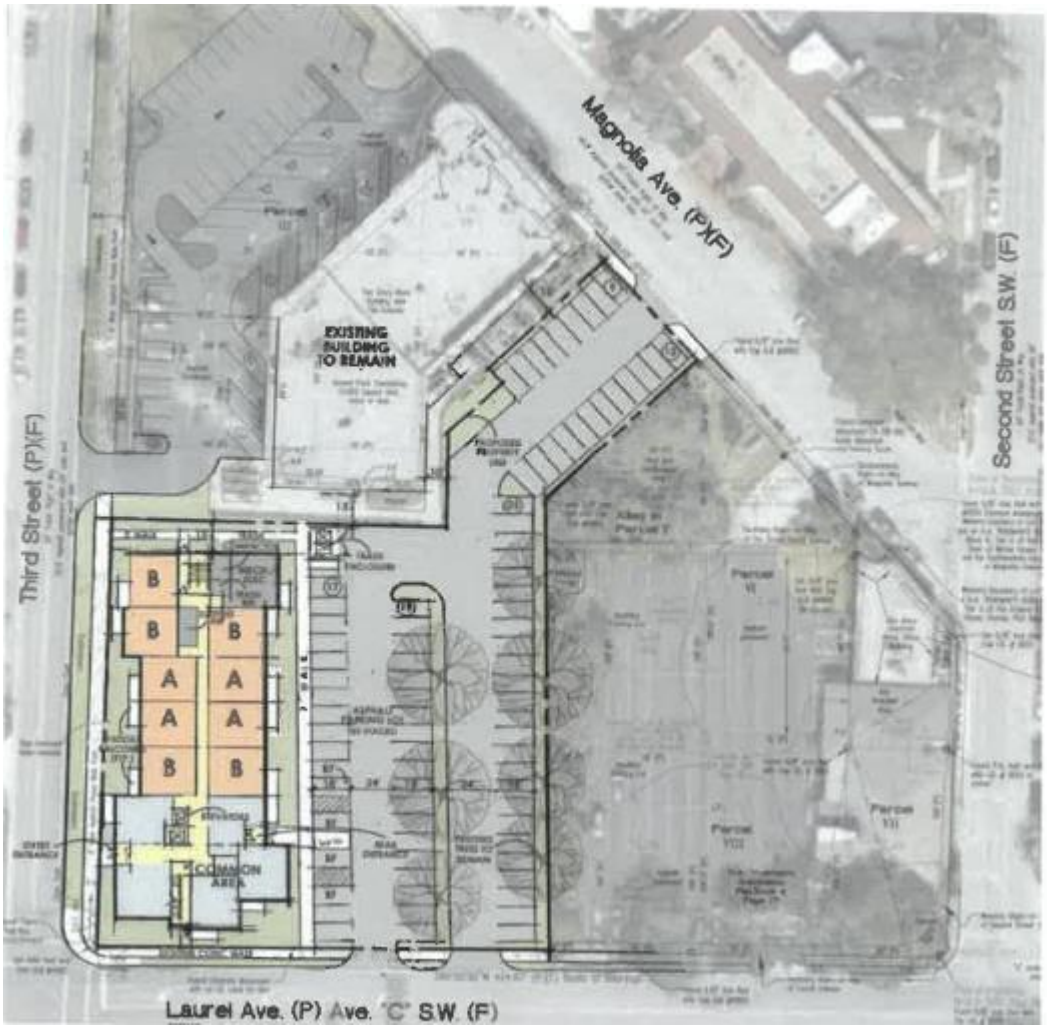
Source: Six/Ten LLC; January 2021

This property has designs for the redevelopment of the Dr. Hewett's Implant and Comprehensive Dentistry site located between Avenue A SW and Avenue B SW along 2nd Street SW. The site offers a convenient location for added off-street parking inventory and may serve as one of the best options to support connectivity between the central portion of the study area and the southern portion. The site doesn't remove any existing public parking, infrastructure but could provide a convenient option for nearby planned retail and restaurant activity along 3rd Street SW, such as the planned Lucille's American Café at the corner of Avenue B SW and 3rd Street SW and others.

05 BB&T Property

Plans for this development project call for a mixed-use property with commercial tenant space alongside multi-family residential units. Intentions are to provide a permanent home for Winter Haven's Saturday Farmer's Market while maintain the existing BB&T building structure. As plans are being developed, its is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 5 on **Figure 9**)

Figure 14: Design Plans for the BB&T Property



Source: Six/Ten LLC; January 2021

As it exists today, Walker representatives understand the BB&T building offers three floors of leasable office space for a combined 44,050-square feet. Leasing information provided by www.officespace.com promotes a base parking ratio of 5 spaces per each thousand square feet of leasable space, suggesting a need for 220± parking spaces. Using Walker's methodology, we project a need for as many as 160± parking spaces using a base parking ratio of 3.62 parking spaces per each thousand square feet of leasable space. By these standards, sufficient parking may not be available to meet the needs of the planned residential development, the BB&T office space, and the potential visitor impact to the redevelopment of the south end of the downtown core.

While the potential exists for the Winter Haven Farmer's Market to be positioned in the proposed surface parking in the northern triangle portion of this site, we also want to recognize a shared use potential for a public/private parking structure on this site. Office personnel could enjoy the use of 160 to 220 parking spaces during the business day while this same inventory could be made available for dining and entertainment needs on evenings and weekends. Residential parking needs at this site should be designed under a "nesting" scenario with credential access only.

06 Third Street (Wells Fargo) Property

Plans for this development project call for 60 to 80 multi-family units. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 6 on **Figure 9)**

Figure 15: Design Plans for the Third Street (Wells Fargo) Property



Source: Six/Ten LLC; January 2021

Walker representatives understand this proposed plan will eliminate a significant portion of the privately controlled parking inventory on the existing Wells Fargo surface parking lot. It is perceived that much of this inventory today meets a fair amount of permitted professional employee parking needs in the immediate vicinity as well as some visitor parking needs. The site does not appear to be enforced or regulated other than by suggested signs placed at entry and exit driveways.

During our site visit to conduct utilization levels, we did not observe this location to be utilized at capacity during the business day. However, we do recognize our observations were conducted on a Friday in the spring. Adding any commercial retail use to this site would push a need for public parking utilization to limited on-street parking inventory along Avenue B NW and portions of 3rd Street northwest of Avenue B. In this instance, use of the Heartland Church parking inventory could be utilized to meet the local parking demand during the church's non-operating hours. Walker representatives believe the church could stand to gain financially from a shared parking agreement with some of the local employers.

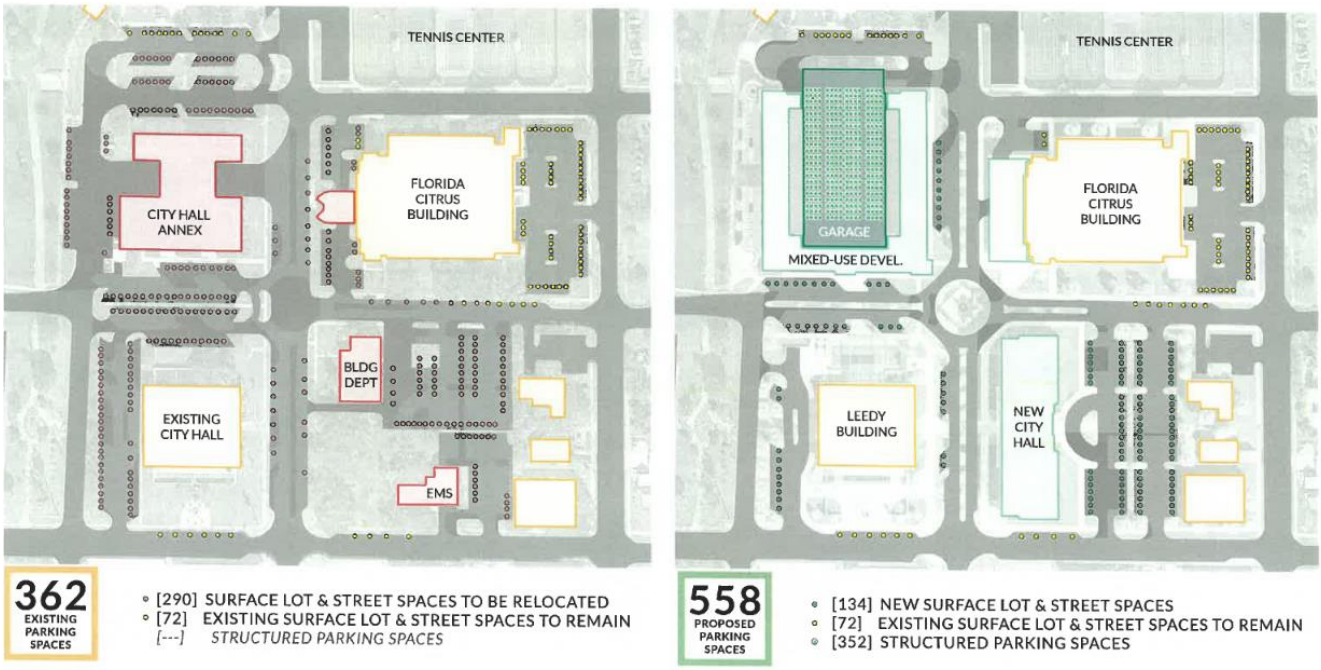
07 City Square Master Plan

This proposed development plans encompass the existing Winter Haven City Hall campus and the Florida Citrus Building, which no longer meets the functional needs for the City and ultimately connects the downtown business and commerce area to the south with a parks, recreation, and cultural area to the north. Details of the project include the following:

- Construction a new, smart City Hall of 65,180 ± square feet.
- Restoration the Leedy Building (current City Hall) to create 4,433± square feet of restaurant space and 4,433± square feet of Art Gallery space, along with outdoor event space and a sculpture garden.
- Replacement the current City Hall Annex with a mixed-use retail and multi-family residential building, wrapping a parking garage that will sever the campus parking needs.
- Renovation the Florida Citrus Building that will supply 70,000± square feet of event space to hold public and private community events.
- Construction of a new shared-use parking structure, providing 352 spaces for 70-90 residential units and 24,000-sf of retail space on the City Hall Annex site. Conceptually, as many as 150± public parking spaces may be available for public consumption after initial development needs have been satisfied.

A net gain of 196± public parking spaces is planned to be achieved as a result of this development. (Identified as number 7 on **Figure 9)**

Figure 16: City Square Master Plan Aerial View



Source: Straughn Trout Architects; May 2021

08 Andy Thornal Site

This Andy Thornal property shown in **Figure 17** and highlighted in red delineation depicts an unimproved green field space available for potential development. To assist with parking inventory deficiencies south of Avenue A, Walker representatives recommend the opportunity to improve the rights of way along 5th Street and 4th Street to incorporate angle parking in a similar manner that compliments on street parking in the adjacent block, north of Avenue A.

A net gain of 48± public parking spaces is planned to be achieved as a result of this opportunity. (Identified as number 8 on **Figure 9)**

Figure 17: Andy Thornal Plan Aerial View



Source: Walker Consultants; 2022


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WALKER CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
walkerconsultants.com

November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase Two deliverable for the Parking Alternatives Analysis in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

WALKER CONSULTANTS



November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase Two: Parking Alternatives Analysis
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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Executive Summary

With an understanding gained from the completion of the *Phase 1 Parking Supply and Demand Analysis* initial draft report dated April 15, 2022, Walker representatives have assembled a series of alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively. The concepts are founded upon a potential public and private partnership in accordance with proposed redevelopment plans shared by local private developers. Specifically, redevelopment sites identified in the following graphic and identified as the Hewett Property (#4) and the BB&T Property (#5). Additional public parking infrastructure should be considered as part of the development of the City Hall site identified as the City Square Redevelopment property (#7), the rights of way surrounding the Andy Thornal property (#8) and other privately operated locations north of Avenue D NW.

Potential Development Sites for Public and Private Partnership Opportunities



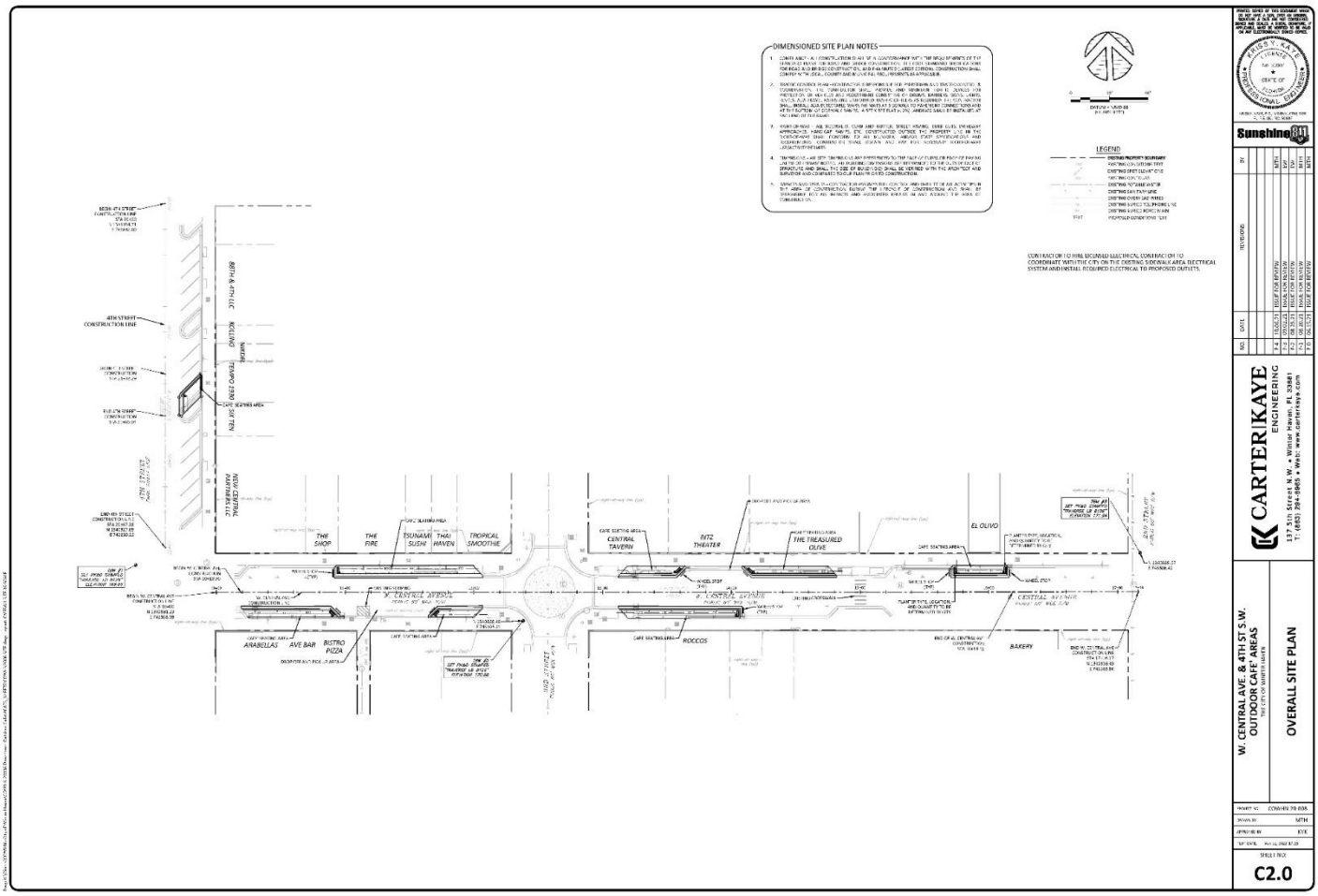
Source: Walker Consultants 2022

Parking Inventory Impact

In addition to the alternate site concepts discussed in this report phase, Walker representatives understand the Residence Inn by Marriott will have an adverse impact on parking inventory. With the planned development, the project proposes the need to use four (4) on-street parking spaces on the west side of 3rd Street SW between Central Avenue and Avenue A SW. These spaces are planned to be used for valet parking pick up and drop off needs as well as guest check in and check out purposes.

Additionally, the City is working Carter/Kaye Engineering to develop an outdoor café plan along Central Avenue and 4th Street. The rendering below depicts a concept plan to create eight (8) permanent parklets for outdoor dining purposes, extending the seating capacity of the restaurants along Central Avenue. Implementation of this outdoor café plan eliminates as many as twenty-two (22) on-street spaces for the parklet cafes and removes as many as two (2) additional spaces that will serve the arrival and departure needs for the Historic Ritz Theater.

When paired with the loss of inventory created by the Residence Inn by Marriott project, the Central Avenue and 3rd Street corridor are projected to lose as many as twenty-eight (28) on-street spaces.



01 Alternatives Site #1

01 Alternatives Site #1

Conceptual private redevelopment plans for the Second Street Hewett Property suggest a design for a mixed-use property with first floor retail of approximately 7,500 square feet and multi-family residential units. As plans are being developed, it is unclear as to the net parking inventory effect this development will have on demand and inventory. There are indications that a parking structure will be included to serve the base parking ratio needs of the residential component while retail parking ratios may need to be satisfied by the nearby public parking infrastructure.

Figure 01: Design Plans for the Second Street Hewett Property



Source: Six/Ten LLC; January 2021

This property has designs for the redevelopment of the Dr. Hewett's Implant and Comprehensive Dentistry site located between Avenue A SW and Avenue B SW along 2nd Street SW. The site offers a convenient location for added off-street parking inventory and may serve as one of the best options to support connectivity between the central portion of the study area and the southern portion. The site does not remove any existing public parking, infrastructure but could provide a convenient option for nearby planned retail and restaurant activity along 3rd

Street SW, such as the planned Lucille's American Café at the corner of Avenue B SW and 3rd Street SW and others.

Anticipating a design for 100± residential units, Walker estimates a high-level need for as many as 150± parking spaces to serve the residential development needs. Depending on the actual residential unit mix, this estimate may fluctuate. A decrease in unit size equivalent to a greater mix of studio and micro units would potentially lower the amount of parking needed to support a viable residential program at this location. At this time we are assuming an average base ratio of 1.5 spaces per each residential unit to accommodate a balanced mix of residential units.

Figure 02: Second Street Hewett Property Site Aerial



Source: Walker Consultants 2022

Conceptual redevelopment plans suggest the design for a multi-level parking structure on this site with limited vehicular access from the south at an entry and exit portal along Avenue B SW. Access from the north along Avenue A SW is currently restricted by the design of 4,700± square feet of street level retail.

Site dimensions for the parking structure suggest a two-bay parking module design allowing for ninety-degree angled parking on the parking ramp bay and the flat parking bay. Pedestrian stair tower access would be offered at both the north and the south end of the structure by building code. At a minimum, a single elevator tower with two elevator cabs would be preferred. Consideration should be given toward adding a second elevator tower as additional parking levels are added to the structure.

Walker representatives also recognize the opportunity to add structured parking inventory at this site as an option to support the parking needs for the proposed Residence Inn by Marriott planned for the corner of West

Central Avenue and 3rd Street SW. In support of this redevelopment site, Walker representatives have prepared the following conceptual design offering a minimum of 78± parking spaces per each level.

Figure 03: Structured Parking Conceptual Design – Second Street Hewitt Property



Using the conceptual design shown in **Figure 03**, a ground plus three supported levels would provide as many as 312± parking spaces, of which 150± would be set aside for the residential development, 114± would be set aside

to meet the guest valet parking needs of the hotel, and the remaining 48± parking spaces would be dedicated to the City's public parking inventory needs. Adding a fourth supported level would increase the public parking inventory from 48± parking spaces to 126± parking spaces and increase the total facility parking space count to 390± parking spaces.

Additional design layouts for this site could include the following enhanced options:

Design Option #1

Modify the retail space at the northern ground tier location to enable the design of a second vehicular entry and exit portal at this location would allow for greater access to this site from Avenue A SW. Adding a second vehicular entry and exit portal at this site could also enable a more direct valet driving route should the Residence Inn by Marriott elect to partner with the developer and the City for maximizing parking inventory at this convenient location.

Design Option #2

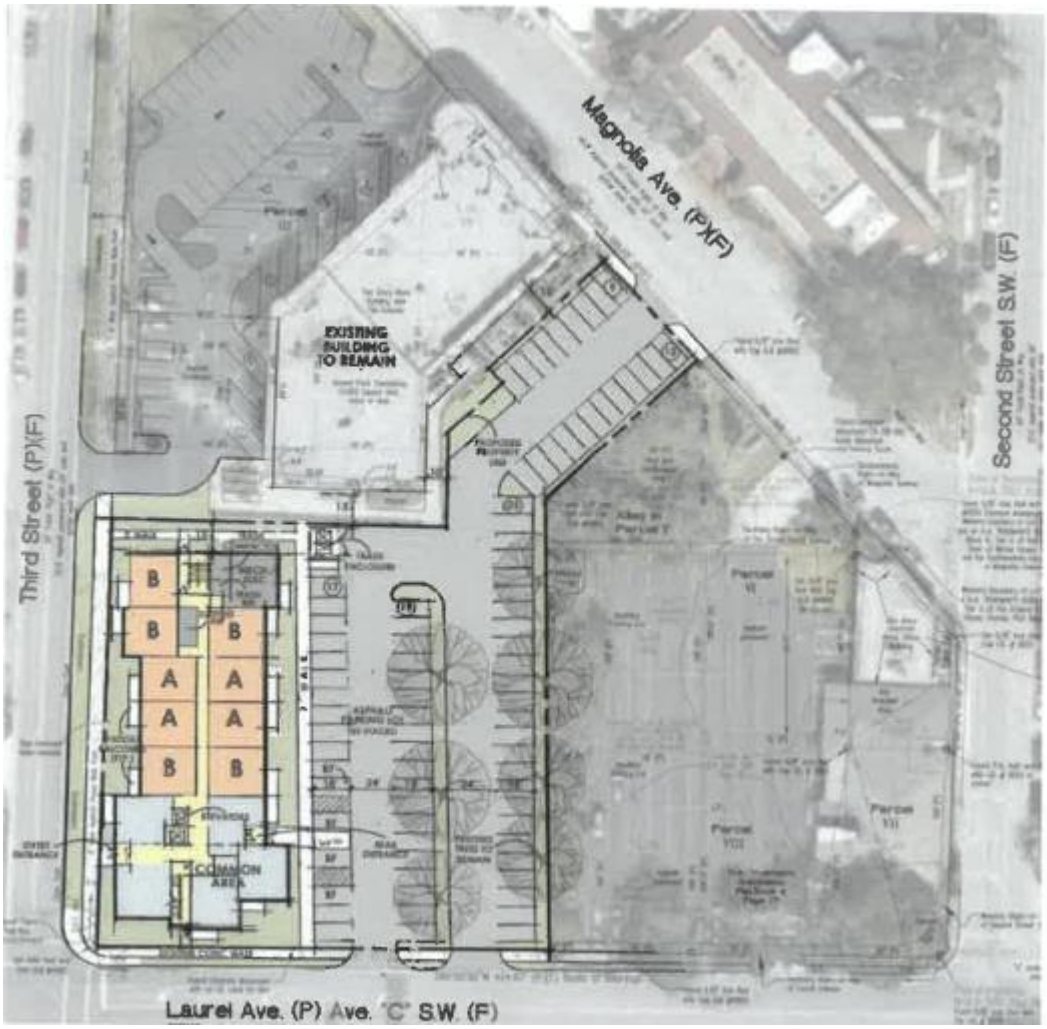
Extend the initial supported level floor layout (Level 2) over the northern ground tier retail space to enable an extended parking bay at each of the supported levels. Doing so would require a parking structure design that allows for the clearance of the occupied retail space at the ground tier. The advantage of designing a higher clearance on the ground tier will enable the structure to potentially house larger commercial and service vehicles which are typically unable to access 7" clearance limitations.

02 Alternatives Site #2

02 Alternatives Site #2

Conceptual private redevelopment plans for the BB&T Property suggest a mixed-use property with commercial tenant space alongside multi-family residential units. Intentions are to provide a permanent home for Winter Haven's Saturday Farmer's Market while maintaining the existing BB&T building structure. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory.

Figure 04: Design Plans for the BB&T Property



Source: Six/Ten LLC; January 2021

As it exists today, Walker representatives understand the BB&T building offers three floors of leasable office space for a combined 44,050-square feet. Leasing information provided by www.officespace.com promotes a base parking ratio of 5 spaces per each thousand square feet of leasable space, suggesting a need for 220± parking spaces. Using Walker's methodology, we project a need for as many as 160± parking spaces using a base parking ratio of 3.62 parking spaces per each thousand square feet of leasable space. By these standards, sufficient parking may not be available to meet the needs of the planned residential development, the BB&T office space, and the potential visitor impact to the redevelopment of the south end of the downtown core.

While the potential exists for the Winter Haven Farmer's Market to be positioned in the proposed surface parking in the northern triangle portion of this site, we also want to recognize a shared use potential for a public and private parking structure on this site. Office personnel could enjoy the use of 160 to 220 parking spaces during the business day while this same inventory could be made available for dining and entertainment needs on evenings and weekends. Residential parking needs at this site should be designed under a "nesting" scenario with credential access only.

Conceptual redevelopment plans suggest the design for two separate surface parking lots on this site with multiple vehicular access points from all side of the property, to include Magnolia Avenue to the northeast, Avenue C SW to the south, and Third Street SW to the west. Neither of the two surface parking lots are connected, and motor vehicle access requires exiting one surface parking lot before entering the second surface parking lot.

To meet the proposed redevelopment parking requirement needs for this site, Walker representatives have prepared the following conceptual design offering a minimum of 93± parking spaces at grade level and 114± parking spaces per each supported level. The design of a three-bay parking structure at the northeast corner of 3rd Street SW and Avenue C SW would require the relocation of the proposed residential development to align itself along the northwest portion of the BB&T parcel where the exiting triangular green space exists today, allowing for a unique pedestrian connection opportunity with the existing BB&T building.

The shift of this originally proposed design would adequately allow for the construction of 321± space parking structure (grade plus two supported levels), of which 150± parking spaces could be set aside for the dedicated use of the resident parking needs. The remaining 171± parking structure spaces could be utilized by the BB&T building tenants during the weekday business hours and subsequently shared with the late afternoon and evening retail and dining customers. Additionally, all 171± parking spaces would be available for public parking consumption on Saturdays and Sundays when office tenant activity is at negligible use.

Under the design of a parking structure at this location, motorists would have the ability to access the parking inventory in the same manner as they would if the conceptual surface parking lot design remained in place, recognizing that all of the proposed structured parking inventory would be accessible regardless of which entrance the motorists chooses. The vehicular entrance and exit from Magnolia Avenue would be designed to have a setback from Magnolia, allowing for the potential of visitor, or short-term surface lot parking. Figure 04 demonstrates the potential for this Magnolia Avenue surface lot concept as originally designed by Six/Ten LLC.

We suggest creating the permanent home of the Winter Haven Farmer's Market to a location along the Downtown Trailhead Park, adjacent to Winter Haven City Hall. Use of the underutilized City Hall parking inventory on Saturday morning would be available to support the market parking needs. Residents on the southern end of downtown, could take advantage of walking or biking the downtown trail to access the market.

Figure 05: Structured Parking Conceptual Design – BB&T Property (Grade Level)

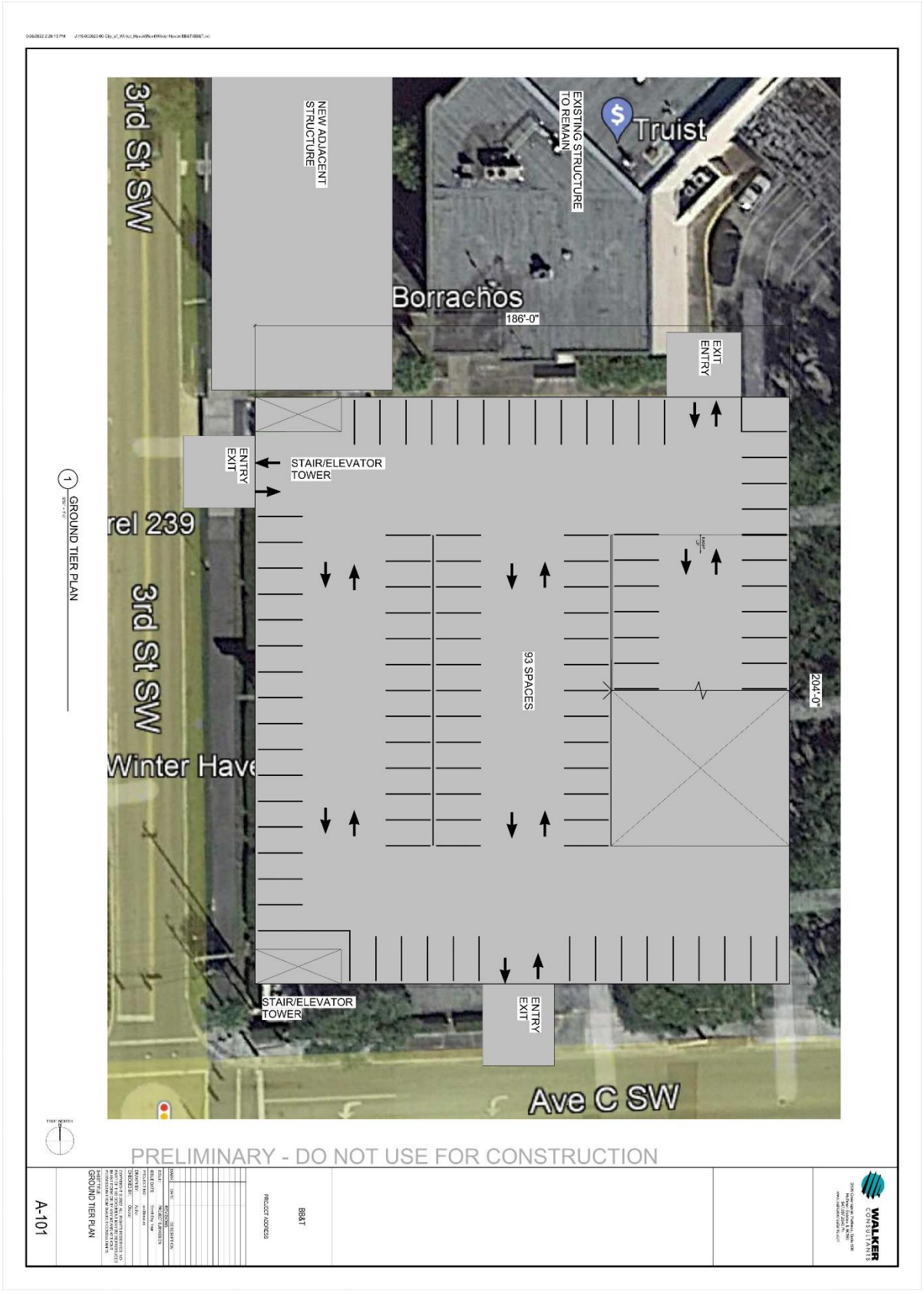
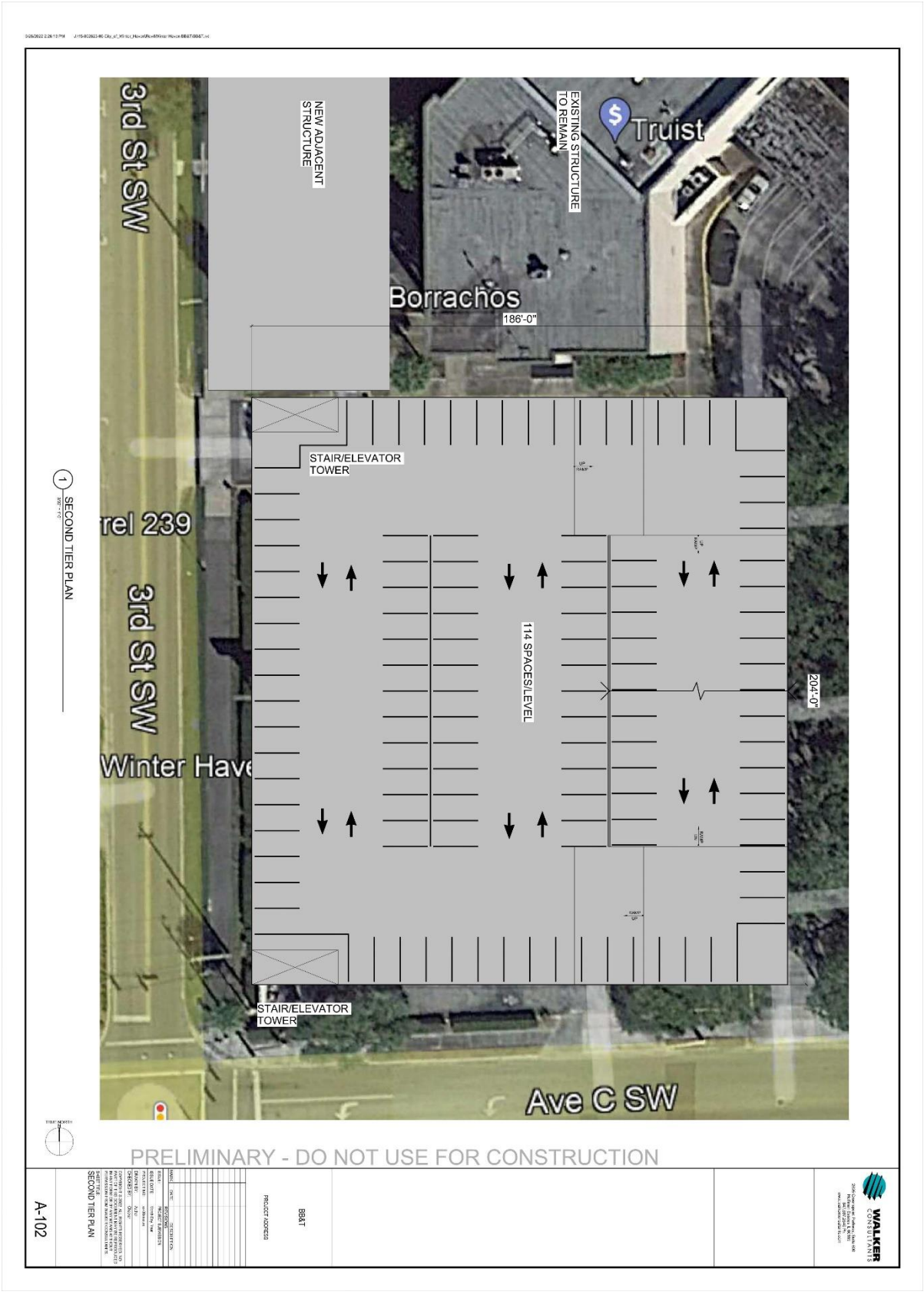


Figure 06: Structured Parking Conceptual Design – BB&T Property (Typical Supported Level)



03 Alternatives Site #3

03 Alternatives Site #3

The Andy Thornal site shown below in **Figure 07**, presents an opportunity to add angled parking within the rights of way along 4th Street and 5th Street. The opportunity to add public parking inventory in this area will support current deficiencies experienced in commercial areas south of Avenue A SW. Design concepts shown in **Figure 8** on the following page depict twenty-four (2)4 angled spaces on either side of the Andy Thornal site for a proposed public parking inventory gain of 48 spaces.

Figure 07: Andy Thornal Site Aerial



Source: Walker Consultants 2022

Figure 08: Parking Design Concept – Andy Thornal Site



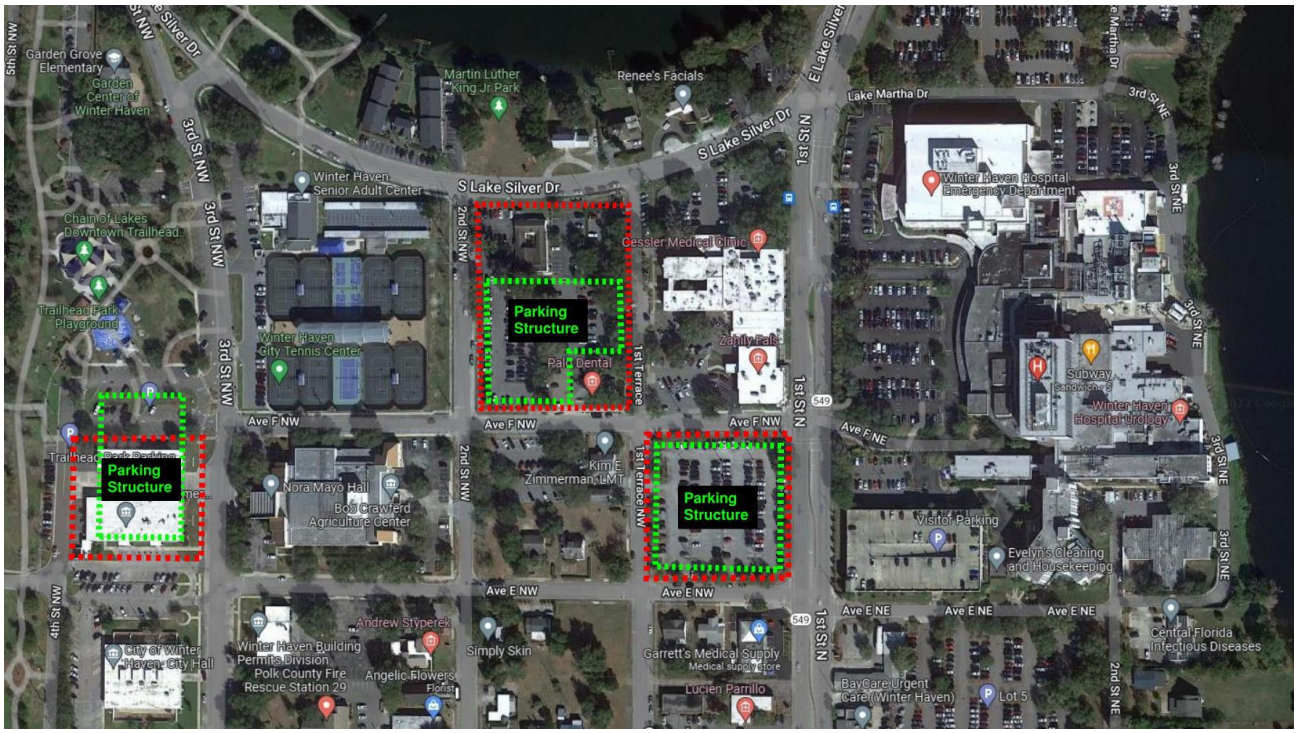
04 Alternatives Site #4

04 Alternatives Site #4

Walker's fourth alternative site consideration relies heavily upon the downtown area north of Avenue D NW and involves the use of the proposed public parking at the City Square Master Plan, the use of the Gessler Medical Center employee parking (Avenue F NW and 2nd Street NW), and the Winter Haven Hospital employee parking lot (Avenue E NW and 1st Terrace NW). Each of these three sites would initially add a shared use parking component for the existing business needs and the evening and weekend entertainment cultural arts and special event needs.

1. The proposed redevelopment of the existing Winter Haven City Hall campus and the Florida Citrus Building, which no longer meets the functional needs for the City and ultimately connects the downtown business and commerce area to the south with a parks, recreation, and cultural area to the north.
2. A public and private partnership between Gessler medical Clinic and the City of Winter Haven to redevelop the Gessler Medical Clinic surface parking lot into a multi-level parking structure to meet the needs of employee and visitor parking during the workday and subsequently meet the City's recreation, cultural arts, and special event needs on the weekends.
3. The Winter Haven Hospital employee parking lot is underutilized during the evening hours and all day during the weekends. Use of this location as a shared parking option for weekend events at the Winter Haven City Tennis Center and the Martin Luther King Junior Park should benefit the City and the Hospital from a promotional community sponsorship opportunity. The redevelopment of this site into a multi-level parking structure could serve the Department of Parks, Recreation, and Culture needs of supplying daytime parking inventory for weekday special events and Polk County recreational tournaments.

Figure 09: Alternatives Site Locations – North of Avenue D NW



Source: Walker Consultants 2022


WALKER
CONSULTANTS



November
2022

Downtown Strategic Parking and Mobility Master Plan

Phase Three: Review of Parking Policies and Practices
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

WALKER CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
walkerconsultants.com

November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: Downtown Strategic Parking and Mobility Master Plan
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr. Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase Three deliverable for the Review of Parking Policies and Practices in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

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Executive Summary

A review of parking policies and practices includes an objective look at the rules that govern parking and the activities that the City employs to enforce these rules. The goal of this phase is to provide a professional outsider's perspective with the aim to help the City maximize its parking system and service offerings. To succeed at meeting this goal, we consider stakeholder input, historical policies and practices, the character of the City, and the City's organizational structure with respect to its parking operation and develop a parking management plan that suggests opportunities for improvements.

Policies, Practices, and Ordinances

- Walker supports the City's policy to lease dedicated off-street parking to the general public, not to exceed the 10% threshold on an annual basis. Most likely the threshold may have been established as it relates to bond covenant thresholds for the financing and construction of the off-street property. We find this to be an acceptable best practice case throughout Florida municipal markets.

- Walker supports the initiative to issue a specified number of all-day permits for the use of off-street parking facilities and encourages a best practice initiative of 30-day permits, or what is known as a monthly-contract permit. The use of such permits will be ideal for employees of downtown businesses in order to encourage the use of long-term parking options versus premium curbside parking spaces. In contrast to the reserved parking program rates, we recommend a slightly less-costly rate allowing general access to the off-street parking facility

- Walker recommends allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and parking activity.

- As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

- Walker representatives do not support the practice of physically chalking vehicle tires for the purpose of enforcing time-limited parking. Industry best practice has changed the way time-limited enforcement is managed in today's municipal and campus environments. The use of electronic chalking by camera image capture now creates a time-stamped record of when a vehicle was initially recorded as parked in a time-limited space and offers the ability to create a second time-stamped record of the vehicle remaining in

the space after a designated period of time. This practice removes the liability of physically defacing personal property and creates a new measure for supporting adjudication evidence when a citation is appealed.

- Walker recommends the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

- In addition to the review of the City's existing code of ordinances related to traffic and motor vehicles, Walker recommends the consideration of the parking-specific codes for consideration found in Section 1 of this report.

Comparable City Zoning Ordinance Review

Walker researched and reviewed comparable city zoning ordinance language for the following I-4 corridor municipal jurisdictions with the intent to determine consistent best practice for the oversight parking requirements within the downtown core.

- Lakeland, Florida – Central Business District Exempt
- Winter Garden, Florida – In Lieu Fee
- Ocoee, Florida – Minimum Requirements
- Winter Park, Florida – Central Business District Exempt
- Plant City, Florida – Central Business District Exempt/Midtown District Reduction

Within the land development and zoning code sections of each city charter, parking requirements are uniquely addressed and range from no minimum requirements for the downtown core area, to paying a fee in lieu of parking requirements, to providing minimum parking requirements at a reduced percentage of the parking requirements. Upon review, Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process.

- Municipal and county governments should not be required to develop stand-alone parking inventory to meet its economic growth initiatives.

- Municipal and county governments should pursue redevelopment partnerships with interested developers seeking to redevelop land within the city limits and more importantly, the central business district. The partnership should consider an opportunity to add a public parking component to the redevelopment site. This public parking component should be designed to satisfy any ancillary parking demand needs beyond minimum requirements set aside to satisfy the development investors.

- Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

Enforcement Best Practice Review

- In place of adding city staff to manage and provide enforcement of the recommended changes to the parking regulations, the City should consider using a professional parking management firm to meet the labor and management requirements. While this recommendation will shift the day-to-day operating responsibilities, it does not relieve the City of its ultimate responsibility to ensure the system continues to meet the needs of its residents, local business owners, and visitors. Several parking management firms offer both on-street and off-street parking management services, including monitoring length of stay for time-limited spaces, issuing and adjudicating parking citations, collecting parking fees, and oversight for event parking needs. Another approach is toward outsourcing management responsibilities of the parking program suggests an opportunity to shift the oversight responsibilities to an existing downtown management association or a downtown development authority.

Parking Technology Review

- In the parking and mobility industry, it is typical that permit management and enforcement solutions reside under a single platform.

- The City of Winter Haven should consider the acquisition of a permit and enforcement technology solution that will facilitate the enforcement of time limits, permit management, and collection of fines for the parking program. A solution of this type will improve management efficiency for the City and improve customer interface with the parking program. The City can develop specification criteria for procurement, typically through an RFP process.

Wayfinding Technology Review

- A critical component to implementing an efficient parking program, Walker recommends a need for the City to implement a dynamic wayfinding solution that is paired with real-time mobile transactions and camera-based activity. Use of camera-recorded vehicle counts at parking facility entrance and exit lanes will enable the City to monitor the use of specific location inventory throughout the course of the day. Communicating this information to motorists in advance of their destination arrival will help inform travel decisions and reduce traffic congestion.

01 Policies, Practices, and Ordinances

01 Policies, Practices, and Ordinances

The City of Winter Haven's traffic and motor vehicle ordinances may be found under Chapter 18 of the City's code of ordinances. Oversight of this chapter is governed by the powers and duties of the City Manager with respect to the following items:

- Operation and parking
- Crosswalks, zones, stands, and stops
- Truck Routes
- Erect signs
- Traffic control devices
- Traffic lanes and directions
- Traffic studies
- Public requests for change
- Appeals

Appeals of administrative decisions may be submitted to the City Commission. Such appeals must be submitted in writing to the Planning Director and must be accompanied with sufficient documentation based on accepted transportation engineering data.

Under this chapter, the use of five (5) Articles define I.) General Provisions, II.) Stopping, Standing, Parking, III.) Off-Street Parking for Physically Disabled, IV.) Bicycles, and V.) Towing. Article II appears to have the most significant relevance toward parking regulations in Downtown Winter Haven.

DIVISION 1. GENERALLY; Section 18-32 – Impounding of vehicles; authority

Walker recommends the industry best practice for immobilizing vehicles with multiple outstanding civil citations for violation of parking regulations. Creating a citation dollar amount threshold or number of outstanding citations threshold consistent with language supported by Florida State Statutes. At a minimum, three or more outstanding citations exceeding $100 in unpaid fine amounts.

DIVISION 2. PARKING ZONES; Section 18-51 – Definitions

Under Ordinance No. O-11-05 dated 3-28-11 and at the request through the City Clerk's office, a map of the designated on-street parking zones could not be located within the City's records.

However, the following references the central business district boundaries as established parking zones:

DIVISION 2. PARKING ZONES; Section 18-52 – Established

Streets lying within the business districts of the City and land owned by the City in the central business district are hereby established parking zones.

DIVISION 2. PARKING ZONES; Section 18-53 – Timed parking spaces and timed parking zones; designated by city manager

(b) The city manager or his/her designee is hereby authorized to lease individual parking spaces, at his/her discretion, in city-owned parking facilities on a year to year basis, provided that no more than ten (10) percent of any all-day parking facility shall be so leased and that such leases shall not exceed one (1) year in length.

Walker Recommends

Walker supports this policy to lease parking to the general public, not to exceed the 10% threshold on an annual basis. Most likely the threshold may have been established as it relates to bond covenant thresholds. We find this to be an acceptable best practice case throughout Florida municipal markets. Please reference the Appendix section of this report for information related to the City of Winter Haven's Reserved Parking Program.

The fine for parking in a reserved parking space is $10 for the first offense and $25 for the second and all subsequent offenses. We recommend increasing fine amounts for non-paid parking violations to $25 per violation with a graduated $10 late fee if the fine is not paid withing the initial ten calendar days. An increase of the initial offense fine will ensure compliance requirements are not taken lightly. This fine structure aligns with the fine amounts prescribed in Section 18-56 – Duties of chief of police; parking ticket fines.

DIVISION 2. PARKING ZONES; Section 18-53 – Timed parking spaces and timed parking zones; designated by city manager

(c) The city manager or his/her designee is hereby authorized to issue a specified number of all-day permits which shall be valid for a specified time period. The city manager shall develop a procedure that avoids the abuse of such permits.

Walker Recommends

Walker supports this initiative for the use of off-street parking facilities and encourages a best practice initiative of 30-day permits, or what is known as a monthly-contract permit. The use of such permits will be ideal for employees of downtown businesses in order to encourage the use of long-term parking options versus premium curbside parking spaces. In contrast to the reserved parking program rates, we recommend a slightly less-costly rate allowing general access to the off-street parking facility.

To accommodate the lease of 30-day permits we suggest limiting to a percentage of spaces in the larger off-street facilities so as not to compromise daily transient activity within these locations. Permits would be available for use during weekday business hours only (6:00 a.m. to 6:00 p.m.) A separate evening employee parking permit could be available for the hours of 4:00 p.m. to 4:00 a.m.

As an example, we would not encourage the lease of 30-day permits within Lots A through D as a result of their limited size and proximity to prime destination generators. By contrast, we would recommend the lease of 30-day permits in Lot E, adjacent to the US Post office location, in an attempt to support long-term employee parking needs for the businesses located in the immediate vicinity. To accommodate this recommendation, we would suggest the entire surface lot be designated as general permit parking with a valid permit parking credential. Violators would be subject to the same fine structure suggested for the reserved parking program.

DIVISION 2. PARKING ZONES; Section 18-55 – Legal parking; time and days

(b) Persons conducting or sponsoring events in the downtown business district are authorized to request an exemption from this requirement. Upon a finding by the city manager or his/her designee that the event will provide special benefit to the citizens, the city manager or his/her designee may authorize a waiver of these requirements to allow all-day parking and issue permits allowing such parking.

Walker Recommends

Walker recommends allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and parking activity.

DIVISION 2. PARKING ZONES; Section 18-56 – Duties of chief of police; parking ticket fines

It shall be the duty of the chief of police or his/her designee, under the direction of the city manager, to keep account of all violations of sections 18-54 through 18-55 and other applicable sections of this Code of Ordinances.

Walker Recommends

As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

Under an enterprise program format, parking citation management and adjudication practices would fall under the responsibility of the third-party operator, relieving the chief of police and police department representatives from these responsibilities and allowing them to focus on handling policing responsibilities related to community safety and security standards. Walker supports the fine structure prescribed in this section. Please see Section 3 of this report for a detailed review of the recommended enforcement practices.

DIVISION 2. PARKING ZONES; Section 18-57 – Wiping off, concealing chalk parking marks on tires

It shall be unlawful for any person to wipe off, conceal, cover, or otherwise remove a chalk parking mark placed upon the tire of any vehicle by the traffic enforcement officer in an effort to avoid a penalty and/or fine as provided for in section 18-56. Any violator of this section shall pay a fine of one hundred dollars ($100.00) to the police department.

Walker Recommends

Walker does not support the practice of physically chalking vehicle tires for the purpose of enforcing time-limited parking. Industry best practice has changed the way time-limited enforcement is managed in today's municipal and campus environments. The use of electronic chalking by camera image capture now creates a time-stamped record of when a vehicle was initially recorded as parked in a time-limited space and offers the ability to create a second time-stamped record of the vehicle remaining in the space after a designated period of time. This practice removes the liability of physically defacing personal property and creates a new measure for supporting adjudication evidence when a citation is appealed.

DIVISION 3. OFF-STREET PARKING FOR PHYSICALLY DISABLED; Section 18-77 – Permits for temporarily handicapped; application fee

The city manager is authorized and directed to issue, upon application, a renewable, ninety-day handicapped permit to any temporarily handicapped person who is currently certified by a physician licensed under F.S. chapter 458 or 459 or comparable licensing in another state, or by the adjudication office of the Veterans' Administration, as being temporarily severely physically disabled and having temporary mobility problems which substantially impair his ability to ambulate; and such vehicle is transporting a person eligible for such parking permit. A fee of five dollars ($5.00) shall be charged for the temporary permit and all renewals thereof.

Walker Recommends

Walker recommends the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

ADDITIONAL CONSIDERATIONS

In addition to the review of the City's existing code of ordinances related to traffic and motor vehicles, Walker recommends the consideration of these parking-specific codes for consideration.

(a) ***Height Restrictions.*** No vehicle shall enter into a parking garage which exceeds the height restriction posted on the clearance bar at the entrance of each garage.

(b) ***Parking prohibited at all times***. When signs are erected or pavement markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets, sidewalks, sidewalk areas or other places so designated.

(c) ***Required distance from driveways.*** It is unlawful for any person to stop, stand or park a vehicle, whether occupied or not, within ten (10) feet from the edge of a public or private driveway. It is unlawful for any person to stop, stand or park a vehicle across the street from a driveway if the street width is twenty-five (25) feet or less.

(d) ***Minimum street clearance.*** It is unlawful for any operator to stop, stand or park any vehicle upon a street, in a traffic lane, any alley or other city owned or operated property in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the traffic lane or roadway for free movement of vehicular traffic, except that an operator may stop only during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or directions from a parking enforcement specialist. Where streets are not completely paved or

curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.

(e) ***Alleys.*** No person shall stop, stand, or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(f) ***Oversized vehicle restrictions.*** No motor vehicle, as defined by Florida Statues as may be amended, of eighty-six (86) inches or more in overall width (not including mirrors) shall be parked on any street, alley, or city owned or operated property, other than for loading and unloading.

(g) ***Parking for certain purposes.*** It is unlawful for any person to park any vehicle upon any City owned or operated lot, garage or other property or street for the primary purpose of:

1. Displaying such vehicle for sale.
2. Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.
3. Displaying advertising in accordance with prohibited signs or sign characteristics.
4. Selling food or merchandise from such vehicle except in a duly established special event, or when so authorized or licensed under the ordinances of the City.

(h) ***Parking on Right of Way.*** It is unlawful to park in or on the City or State right-of-way except in designated parking spaces or parking lanes.

(i) ***Parking to block stop signs.*** No person shall stop, stand, or park a vehicle, with the exception to momentarily allow a person to enter or exit the vehicle, within fifteen (15) feet of a stop sign / stop bar.

(j) ***Parking in opposing traffic lane.*** No person shall stop, stand, or park a vehicle by means of crossing on-coming traffic and park so as to face opposing traffic flow. When parking in an angle parking space, the vehicle must be parked with the flow of traffic. Backing into an angle parking space is prohibited.

(k) ***Parking in fire lanes***. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city.

(l) ***Violations of F.S. Ch. 316***. Supplemental to the provisions of this chapter, the City hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in the F.S. Ch. 316.

(m) ***Exemptions.*** The prohibitions stated in this section shall not apply to City, County, State and/or utility worker vehicles while parked in conjunction with discharging their official duties.

Non-motorized vehicle parking prohibited. Unless otherwise authorized in this code of ordinances, it shall be unlawful to park any non-motorized vehicle upon any street, alley, parking lot or City-owned or operated property, for longer than twenty-four (24) consecutive hours. Failure to move the non-motorized vehicle in violation from streets, alleys, parking lot or city owned or operated property within two (2) hours after the

issuance of a ticket shall subject the non-motorized vehicle to immobilization and/or impoundment as provided under this chapter. Additionally for **freight, loading and unloading spaces** restricted:

(a) Spaces designated "loading zones" shall be restricted to freight trucks, commercial vehicles as defined in this section and other vehicles properly displaying a business parking permit and while actually engaged in the loading and unloading of materials or in cases of emergency.

(b) No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone. In no case shall the stop for loading and unloading exceed thirty (30) minutes.

(c) For any continuous parking in the same space, a violation will be deemed to have occurred for each interval of time designated that the vehicle remains in that space.

As the City continues to move toward the expanded implementation of **electric vehicle charging station spaces**:

(a) No person shall park any vehicle in any parking space located in any City-owned or operated parking garage or parking lot which is clearly marked as being reserved for the use of an electric vehicle charging station located within said parking garage or lot, unless such vehicle is actually using the electric vehicle charging station.

(b) It is unlawful for any person to permit a vehicle to remain in a parking space reserved for the charging of electric vehicles for more than four (4) hours.

And finally, we recommend some additional language for the **issuance of parking citations; payment or contesting citations; penalties for parking violations; requesting a City review**:

(a) A parking enforcement specialist who discovers a vehicle parked in violation of this chapter or other law may issue a parking citation to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such citation to the vehicle in a conspicuous place.

(b) The parking citation shall provide:

1. The date and time of issuance.
2. The name or identification number of the officer or parking enforcement officer who issued the citation.
3. A description of the violation.
4. The penalty amount.
5. The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status.
6. The vehicle information.
7. Information on how and where the citation may be paid; and
8. Information on how the citation may be contested.

(c) The driver or owner of the vehicle which was issued a citation shall elect to pay the citation as described on the citation or request a parking violation hearing as described in paragraph (h). Failure to pay a citation, or request a parking violation hearing, within the specified time period shall result in the citation being in delinquent status.

(d) Any penalty not paid to the City within thirty (30) days of the date of the violation, unless a parking violation hearing has been requested, shall result in an additional penalty, which amount shall be set by resolution plus any associated administrative fees.

(e) A person who wishes to contest a citation without being assessed additional penalties or costs for delinquency shall complete and submit a written request for a parking violation hearing which must be received by the City within ten (10) calendar days of the date of the violation. A request for a parking violation hearing shall be on the form prescribed by the City. Requests shall include a complete name and address of the person contesting the hearing, and a phone number and e-mail address. A copy of the parking citation and a description of the dispute must be included with the request for a hearing.

(f) A designated enterprise fund employee shall conduct a preliminary review off all parking citation appeals within seven (7) days of receipt of the written request. The determination may:

1. Affirm the issuance of the citation and the matter will be scheduled to be heard by the Special Magistrate.
2. Find the appeal valid and dismiss the citation.
3. Allow for a reduction in the penalty.

(g) Upon an affirmation of issuance by management or confirmation of failure of the vehicle owner to pay the penalty or request a hearing, a notice of hearing will be issued. The City shall send a Notice of Hearing which states:

1. The date, time, and location of a pre-scheduled parking violation hearing.
2. That a person who elects to contest the citation may be assessed a penalty of up to a pre-determined amount if found in violation after a hearing by the Special Magistrate.
3. That a person who elects to contest a violation and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty of up to pre-determined amount, unless otherwise authorized or prohibited by law.
4. That unpaid violations will be in delinquent status and are subject to being sent to Polk County Court.
5. That vehicles bearing license plates which are identified as belonging to owners who have citations in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(h) The Notice of Hearing shall be sent by certified mail to the address provided by the Florida Department of Transportation or to the person making the request for a parking violation hearing at the physical address, with a copy sent to the e-mail address, provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(i) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The Special Magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed a pre-determined amount unless otherwise authorized or prohibited by law, plus administrative costs.

(j) A scheduled parking violation hearing will be cancelled if full payment of the pending violation(s) is made at least twenty-four (24) hours prior to the hearing date.

(k) A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the City at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a scheduled parking violation hearing of a contested citation or post-immobilization hearing.

(l) A finding of violation requires all penalties and costs to be paid within seven (7) calendar days unless additional time is granted by the Special Magistrate or the City.

(m) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the citation being forwarded to the Polk Clerk of Court to be scheduled to be heard by a Polk County judge.

Additional penalties and enforcement to include immobilization and impoundment:

(a) The City of Winter Haven is authorized to attach a device that is capable of immobilizing a vehicle as described in this chapter when:

1. It is determined that the plate number attached to a vehicle, or the owner of a vehicle owes one hundred dollars ($100.00) or more to the City as a result of citations which are in delinquent status, according to the records of the City.

(b) In order to ensure the safety of the vehicle, an immobilized vehicle shall be impounded if the reason for the immobilization has not been resolved and the immobilization device has not been removed within twenty-four (24) hours of the immobilization.

(c) Immobilization referred to in this chapter shall be by an immobilization device attached to the vehicle at the place where it is found, except that no vehicle shall be immobilized on private property or within the traveled portion of any street or on any portion of a street when immobilization at such place would create a hazard to the public or to the traffic.

(d) At the same time as the immobilizing device is attached to the vehicle, a warning notice shall be affixed to the windshield or other prominent place on the vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the vehicle while the immobilizing device is still attached and informing the operator that the vehicle is under immobilization, the reason for the immobilization, and where the proper person must go in order to arrange for the removal of the immobilization device or request a post-immobilization hearing. Immobilization fees, including the administration fees for removal of the immobilization device, shall be paid to the City.

(e) A person with standing who wishes to request a post-immobilization hearing in front of a hearing officer shall follow the procedure set out under section {XX-xxx} of this chapter.

(f) Any person wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a Special Magistrate. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute and complete and submit a written request for post-immobilization hearing which must be received by the City within two (2) business days of the date of the immobilization. A request for a post-immobilization hearing shall be on the form provided by the City. Requests shall include a complete name and address of the person requesting a hearing, and a phone number and e-mail address. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration will be necessary to schedule a post-immobilization hearing.

(g) Within one (1) business day following receipt of the request for post-immobilization hearing, the parking enforcement management shall conduct a preliminary review of the immobilization appeal. The determination may:

1. Affirm the immobilization and the matter will be scheduled to be heard by the Special Magistrate.
2. Find the appeal valid and allow the release of the immobilization device without penalty.

(h) Upon affirmation by the parking enforcement management, the City shall send a notice of hearing which states:

1. The date, time, and location of a pre-scheduled post-immobilization hearing.
2 That a person who elects to contest the immobilization waives his or her right to pay the initial amount .of the ticket due at the time of the immobilization unless a bond was posted, and the person will accrue additional penalties and costs for the impoundment of the vehicle until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with the code of ordinances.
3. That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond will be forfeited to the City.

(i) The Notice of Hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(j) A person who requests a post-immobilization hearing waives his or her right to pay the initial penalty and costs due as of the date of the immobilization unless a bond was posted. The Special Magistrate, after a hearing, shall make a determination as to whether an immobilization was done in accordance with this chapter. If the hearing officer determines that the immobilization carried out by the City pursuant to this chapter was not in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs, or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with a waiver of all fines, costs, and penalties.

(k) Impoundment referred to in this chapter shall be done in accordance with on F.S. § 713.78. Impoundment of a vehicle under this chapter will require the Police Department to authorize the vehicle to be removed to a police impound lot. A vehicle impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all penalties and costs that are due.

(l) The City of Winter Haven is hereby authorized to remove a vehicle from streets, City-owned and/or operated off-street lots, parking structures, or property and parks, beach and recreation areas or other property within the City limits and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the City:

1. When any vehicle shall be parked in front of or so as to block entrances or driveways into public or private property
2. When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

3. When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the City or regulation of the City Manager limiting the time for parking of vehicles on designated streets or parts of streets within the City.
4. When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.
5. When a vehicle is considered inoperable or abandoned due to expired registration or other condition that prevents the vehicle from being removed by the registered owner.
6. Vehicles impounded under this chapter which are not recovered may be disposed of in accordance with F.S. § 713.78.

Benchmark Municipalities

For zoning ordinance comparison purpose, Walker representatives have provided input from the following five (5) cities within the central region of the Florida market. Within the land development and zoning code sections of each city charter, parking requirements are uniquely addressed and range from no minimum requirements for the downtown core area, to paying a fee in lieu of parking requirements, to providing minimum parking requirements at a reduced percentage of the parking requirements.

Lakeland, Florida

4.11 VEHICLE USE AREAS

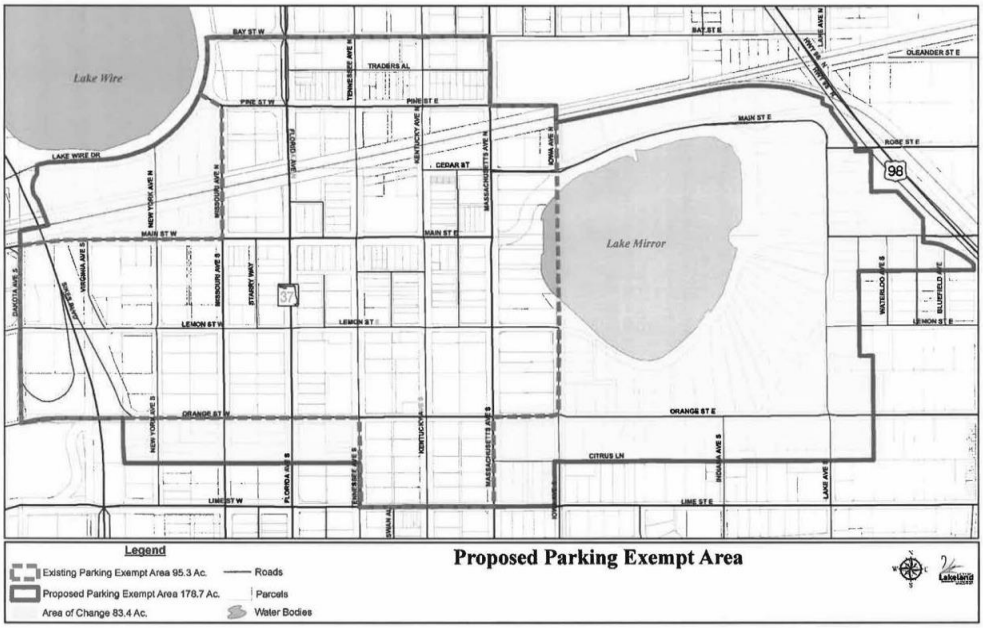
4.11.1 INTENT

It is the intent of this section to provide minimum standards for the off-street parking, display, storage and maneuvering of vehicles, to provide for adequate loading space, to ensure the safe movement of traffic on the public streets, and to mitigate the potential adverse impacts of traffic and parking congestion on adjacent land uses and the human and natural environment.

4.11.2 APPLICABILITY

The vehicle use area requirements of this section shall apply throughout the city. Development within that portion of Downtown described in the figure below shall be exempt from providing off-street parking, however, where such parking is provided, it shall conform to the design and dimensional standards of this section. Prior to issuance of any building or construction permit, all required off-street parking spaces and loading space requirements shall be provided for on the required parking plan. Unless otherwise provided in this section, the total off-street parking and loading space requirement shall be the sum of the requirements for all uses on the same lot or parcel.

Parking Exempt Area



Source: Lakeland Land Development Code; Article 4: - General Site Development Standards; Vehicle Use Areas

Winter Garden, Florida

SEC. 118-1389. PARKING USER FEE FOR THE DOWNTOWN CORE

(a) *Purpose and intent.* The intent and purpose of this section is as follows:

(1) To protect the health, safety and general welfare of the citizens and visitors of Winter Garden.

(2) To facilitate orderly development within the downtown core.

(3) To enhance parking level of service within the downtown core and to promote economic well-being within the downtown core and the city as a whole.

(4) To provide adequate parking for the downtown core.

(5) To ensure that new and expanding developments that cannot provide adequate on-site parking shall bear a share of the cost for the provision of new or expanded parking facilities.

(6) To establish a parking trust fund that will be used to maintain existing and future parking spaces as well as to construct new parking spaces.

(7) To establish a downtown parking fee option for new and expanding developments within the downtown core.

(b) *Generally.* As required by section 118-1386, all new and expanding developments and all changes of use of existing buildings and properties within the downtown core must provide adequate parking. At the request of the property owner or business owner, the city manager shall recommend to the city commission whether to permit the property owner or business owner pay the below parking user fee in lieu of providing all or some of the required parking based on whether the parking user fee in lieu of providing parking provides the best opportunity for economic development of downtown and adequate proximate parking is available or will be provided to serve the project. The city commission shall make its determination after reviewing the city manager's recommendation and any other information and evidence presented by the owner(s) and any others interested in the matter.

(c) *Parking calculations.* The number of paved parking spaces for new and expanding developments in the downtown core will be as follows:

- Restaurants - One parking space for each four patron seats.
- Residential - Two parking spaces for each residential unit.
- All other allowable uses - Three parking spaces for each 1,000 square feet of gross space.

(d) *Vesting.* The current number of parking spaces provided by all existing improved properties are vested for their current use, square footage and parking as of the effective date of this section. Any change of use, modification of square footage of structures or increased use such as outdoor cafes or seating will require a determination or assessment of parking need. If the assessment determines additional parking is needed, that parking shall comply with provisions of this section.

(e) *Requirements.* Property owner must either provide the required parking on-site, off-site within 400 feet of the entrance, pay the appropriate amount of the downtown core parking fee or some combination of the three. Use of the downtown core parking fee in whole or part is subject to city commission approval as set forth in subsection (b).

(f) *Fee amount.* The downtown core parking fee shall be $5,000.00 per space. The fee is based on one-third cost of land and parking to provide a typical space. The downtown core parking fee may be increased at any

time by Resolution of the Winter Garden City Commission. The downtown core as identified on Exhibit "A" of Ordinance No. 07-20 may be amended by Resolution by the Winter Garden City Commission.

(g) *Downtown parking district trust fund.* The downtown parking district trust fund shall be established at the time of the payment of the first parking user fee. The payment to the trust fund shall be used for the following purposes:

(1) Acquire, construct, or develop on-street and off-street parking and related facilities on interim or long-term basis.

(2) Fund the capital costs associated with new, upgraded, and/or expanded on-street and off-street parking areas serving land uses within the downtown core.

(3) Acquisition of land for future surface parking lots or garage construction.

(4) Maintenance, including but not limited to lighting, landscaping, striping, signage, and resurfacing, of present and future city-owned parking spaces.

(h) *Reserved parking.* Payment into the parking trust fund does not in any way entitle any property or business owner to ownership, use, occupancy or claim to any parking spaces owned by the city. No parking spaces will be reserved for any person or entity, and all will remain available for public parking subject to the rules and ordinances of the City of Winter Garden and provided that the city manager may reserve any or all of the parking spaces for emergency, law enforcement, and municipal service purposes, as well as special events and activities.

(i) *Payment.* The downtown core parking fee is due prior to the occupancy of applicable buildings and structures. The city manager shall have the authority to negotiate and enter into agreements with downtown core owners allowing the downtown core parking fee to be made in installment payments; provided that at least 25 percent of the parking fee is paid prior to occupancy and the remaining amount due shall be paid in no more than 36 months from occupancy of the applicable buildings and structures.

(j) *Administration.* The city manager is authorized to develop any required forms and/or contracts to implement this section. Appeal of staff determination or request for waiver or variance shall be to city manager.

(Ord. No. 07-20, § II, 5-10-07; Ord. No. 09-04, § I, 2-12-09; Ord. No. 17-56, § I, 10-26-17)

Ocoee, Florida

§ 6-4. OFF-STREET PARKING STANDARDS.

A. Intent and Application.

It is the intent of these requirements that adequate parking and loading facilities be provided off the street easement or right-of-way for each use of land covered by this ordinance. Requirements are intended to be based on the demand created by each use. There shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats or floor area, or before conversion from one (1) type of use or occupancy to another, permanent off-street parking spaces in the amount specified by this section. Such parking spaces may be provided in a parking garage or properly graded and paved parking lot as provided herein.

B. Certificate of Minimum Parking Requirements.

Each application for a building permit or occupational license submitted to the Building Department shall include information as to the location and dimensions of off-street parking and loading spaces and the means of ingress and egress to such spaces. This information shall be in sufficient detail to enable the Building Official to determine whether or not the requirements of this section are met.

C. Required Open Space.

Off-street parking and loading space shall be in addition to required open space associated with the permitted use and shall not reduce or encroach upon the required yards or open space in any manner. The area required for off-street parking shall be in addition to the yard areas herein required; except that the side or rear yard required in commercial or industrial districts may be used for an uncovered parking area.

D. Location of Off-Street Parking.

The parking space provided herein shall be provided on the same lot where the principal use is located or within four hundred (400) feet from the principal entrances as measured along the most direct pedestrian walkway. Said land shall be used for no other purpose so long as no other adequate provisions of parking space meeting the requirements of this ordinance have been made for the principal use.

E. Joint Parking Facilities.

Whenever two (2) or more uses are located together in a common building, shopping center or other integrated building complex, the parking requirements may be complied with by providing a permanent common parking facility, cooperatively established and operated, which contains the requisite number of spaces for each use. The total number of spaces provided shall not be less than the sum of the individual requirements; provided, however, that when the parking demands of different uses occur at different times, joint use of parking spaces may be authorized as a special exception by the City Commission provided that:

(1) A notarized statement from all property owners involved is presented indicating that the activities of each separate use which creates a demand for parking occur at different times.

(2) Such statement must include an agreement between the parties involved indicating responsibility for maintenance.

(3) Such agreement shall be perpetual.

Winter Park, Florida

SEC. 58-86. OFF-STREET PARKING AND LOADING REGULATIONS.

(a) *General.* At the time of the erection of any building or structure, or at the time the property undergoes a change in use, or at the time any building or structure is enlarged or increased in capacity by the addition of dwelling units, guestrooms, square footage, floor area, seats, then the minimum off-street automobile parking spaces with adequate provisions for ingress and egress by automobiles of standards size shall be provided in accordance with the following requirements. These requirements should be considered the minimum requirements. The owners of each individual building or structure must assess their individual needs and provide sufficient parking spaces to accommodate their needs if they should exceed the required minimum established by this article. If desired, a property owner with a parking lot larger than 20 parking spaces may divide up to two parking spaces into four spaces to accommodate motorcycles or scooters. Parking lots are intended to meet the parking requirements for both the employees of the building and

users of those buildings. As such, no property owner or tenant may prohibit by signage or policy the use of parking lots by their employees, unless remote off-site parking within 1,000 feet of the business is provided to such employees. Within the central business district, or any other location where parking is inadequate for any particular business, when there exists public parking lots or public parking garages, employees should be required to park within those off-street public parking facilities and not be permitted by the business to utilize on-street parking.

(1) *Central business district exclusion.* The following described area shall be known as the central business district for the provision of off-street parking spaces, and shall be exempt from furnishing parking facilities, as required by this article. This exemption is made because of the traditional exclusion from providing parking in central business districts and the existing development within the district. Property owners, however, are encouraged to provide off-street parking space whenever possible.

Begin at the intersection of Lyman and New York Avenues, run thence east on Lyman Avenue to Knowles Avenue, thence north on Knowles Avenue to Canton Avenue, thence west on Canton Avenue to New York Avenue, thence south on New York and Lot 1-4, Block 14; Lots 1-4, Block 15, all Block 66; Lots 1-10 and 22, 23, Block 76; and Lots 1-8, Block 77, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

a. The foregoing exclusion shall apply only to existing square footage or floor space. Parking shall be provided as required by this section for any net new building or net new floor space created by redevelopment, new construction, additions, alterations or remodeling or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this section for any existing floor space.

b. The foregoing exclusion shall not exempt properties within this exclusion area from compliance with subsection "Location of parking lots", which prohibits the use of remote leased parking to satisfy the parking requirements of any new building or new floor space.

(2) *Hannibal Square District exclusion.*

a. The following described area shall be known as the Hannibal Square district for the provisions of off-street parking spaces and shall be exempt from furnishing parking spaces and shall be exempt from furnishing parking facilities as required by this article. The Hannibal Square district shall include Lots 5-10, Block 42, Lots 11-13 and the west 50 feet of Lot 14, Block 41, Lots 1-6, Block 54 and Lots 8-10, Block 55, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

b. On properties within this district that have existing buildings, as of January 1, 1998, the foregoing exclusion shall apply only to existing building square foot area. Such existing building square foot area may be renovated, reused and redeveloped even if it involves the demolition and subsequent reconstruction of a same size to the existing building square foot area without providing any off-street parking spaces. However, this exclusion shall not apply to additional building square footage or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Parking shall be provided, as required by this article, for any increase in building square foot area. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this article for any existing building square foot area.

c. On properties within this district that are vacant, as of January 1, 1998, the foregoing exclusion shall be limited to the square footage of new building equal to 45 percent of the lot area. Parking shall be provided, as required by this article, for any additional building square foot area above

the credit provided for the 45 percent of the lot area. In calculating this credit, the entire building's parking demand shall be reduced on a pro-rata basis for different uses within the building.

Plant City, Florida

SEC. 102-1411. PURPOSE.

Access management, off-street parking, circulation, and bicycle and pedestrian facilities requirements are set forth in this Division for all zoning districts in order to provide for safe and convenient storage and circulation of all types of vehicles, facilitated traffic flow, protection of pedestrians, bicyclists and motorists, and reduction in incompatibility to less intense adjacent land uses.

(Ord. No. 16-2014, § 2, 8-11-2014)

SEC. 102-1412. DOWNTOWN AND MIDTOWN.

(a) *Downtown.*

(1) No off-street parking spaces shall be required in the areas specifically bounded as follows: commencing at the southwest corner of Michigan Avenue and East Baker Street; thence run southerly to the northern boundary of the CSX Railroad right-of-way line; thence east to the west right-of-way line of Lake Street; thence south along the west right-of-way line of Lake Street to the north right-of-way line of East Alabama Street; thence west along the north right-of-way line of East Alabama Street to the west right-of-way line of CSX Railroad right-of-way; thence north and northwesterly along the west right-of-way line of CSX Railroad to the southwest corner of South Collins Street and CSX Railroad right-of-way line; thence southwesterly along the south right-of-way for CSX Railroad to the east right-of-way line of South Wheeler Street; thence northwesterly along the east right-of-way of South Wheeler Street to the north right-of-way line of CSX Railroad; thence southwesterly along the north right-of-way line of CSX Railroad to the east right-of-way line of North Walker Street; thence northwesterly along the east right-of-way line of North Walker Street to the south right-of-way line of West Baker Street; thence northeasterly along the south right-of-way line of Baker Street to the Point of Beginning.

(2) *Standards.* Except for the number of spaces, all off-street parking and joint use agreement areas within the Downtown as described herein, shall meet all of the requirements of this Division, including, but not limited to width and length.

(b) *Midtown MTD District.*

(1) *Reduction in spaces.* A 15% reduction in the number of off-street parking spaces required by Section 102-1421 shall be allowed on parcels with a zoning classification of MTD Midtown District. In addition, the applicant may request a greater reduction in the required number of off-street parking spaces not to exceed a total reduction of 25% through an application and approval of an Alternative Midtown Design, as provided in Section 102-859. Under this process, the applicant would propose an alternative design or innovative approach, through a parking impact study. The Alternative Midtown Design must be approved by the City Commission.

(2) *Off-site.* Some or all of these required parking spaces may be provided off-site, provided they are located within ⅛ mile of the proposed use and are within the "Midtown Redevelopment District", as designated in the City's Comprehensive Plan.

(3) *Joint use agreements.* Some or all of these off-street parking spaces may be provided on a property of different ownership, provided a joint use agreement is executed and recorded, as required by Section 102-1413(b)(4)b.2.

(4) *Standards.* Except for the number of spaces, all off-street parking and joint use agreement areas within the MDT Midtown District shall meet all of the requirements of this Division, including, but not limited to width and length.

(Ord. No. 16-2014, § 2, 8-11-2014; Ord. No. 2-2016, § 1, 1-25-2016)

Walker Recommends

Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process.

- Municipal and county governments should not be required to develop stand-alone parking inventory to meet its economic growth initiatives.

- Municipal and county governments should pursue redevelopment partnerships with interested developers seeking to redevelop land within the city limits and more importantly, the central business district. The partnership should consider an opportunity to add a public parking component to the redevelopment site. This public parking component should be designed to satisfy any ancillary parking demand needs beyond minimum requirements set aside to satisfy the development investors.

- Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

02 Enforcement Best Practice Review

02 Enforcement Best Practice Review

The City of Winter Haven's parking enforcement program is designed as an extension of the Winter Haven Police Department under the oversight of the Chief of Police. Any law enforcement officer, traffic or parking enforcement specialist is authorized to issue parking citations for sections 18-53, 18-54, 18-55, 18-56, 18-57, 18-76, and 18-77 of the City's code of ordinances.

Parking regulatory signs, to include time-limited parking and 15-minute loading and unloading, are generally enforced Monday through Friday from 8:00 a.m. to 5:00 p.m. by a parking enforcement specialist. Parking regulatory matters outside of these hours are enforced by on-duty law enforcement officers. Time-limited parking is enforced by physically chalking vehicle tires using an industry standard, acrylic crayon and placing a mark across the treads of the rear driver's side tire. Under the enforcement officer's judgement, a follow up observation is conducted after the time limit expired and a citation is issued to the vehicle if the vehicle remains parked in the same parking space.

Use of the acrylic crayon allows the mark to dissolve as the vehicle drives away, so as not to permanently deface the tire. The acrylic crayon mark may also be wiped off the tire tread using a towel or rag-like material. Adversaries of this enforcement practice often argue the amount of time was not exceeded when the citation was issued as the action relies upon the judgement of the officer and not an actual time recorded device. As a result of this potentially contentious outcome, many communities are moving away from the use of physical chalking as a means of enforcing time-limited parking.

Enforcement Approach and Options

Enforcement of parking regulations is required to ensure the success of any parking management plan. The ultimate goal is not to issue citations; but rather, to ensure users follow the established polices so the system is fair to all users. Enforcement can be viewed as only punitive, but it can also be used as a tool to educate and provide service to patrons of the downtown area. To accomplish this, Walker recommends that Winter Haven adopt the "Ambassador Approach" model for the enforcement of the parking regulations. This approach is considered a best practice in the industry and many of its principles have been adopted by large and small cities successfully.

The mission of the Ambassador Program is to provide hospitality, tourism and public safety services to local citizens, businesses and visitors, in addition to enforcing parking regulations. Ambassadors would be required to complete a multi-faceted training in hospitality and customer service, emergency response and first aid, public transportation, and city services.

The primary goals of an Ambassador Program are to promote the area, resolve concerns, deter criminal activity, and help make the Winter Haven a better, safer and friendlier place to live, visit, shop and conduct business. Ambassadors should initiate personal contacts with the parking public, have the ability to issue warnings and slightly fewer citations, and interact with visitors and citizens in a positive manner.

The vision of the program is to help promote a progressive, dynamic downtown experience. The Ambassadors may accomplish these goals while providing parking management by monitoring public safety, extending a helping hand in emergency situations, and calling on area merchants on a regular basis.

Beyond enforcing parking regulations, the following are examples of appropriate behaviors and duties of Ambassadors:

- To greet visitors and offer customer service.
- To be a friendly face in response to many people's initial interaction with the City.
- To give accurate directions to visitors and direct visitors to destinations.
- To provide information and explain local traffic and parking regulations to seek voluntary compliance.
- To distribute City brochures and maps.
- Identify and relay pertinent information on public area conditions needing action; and
- To deter criminal activity by their presence.

Ambassadors may utilize a less formal uniform than that of the police, with some cities using a branded polo shirt, unique hat, or shorts.

Walker Recommends

In place of adding city staff to manage and provide enforcement of the recommended changes to the parking regulations, the City should consider using a professional parking management firm to meet the labor and management requirements. While this recommendation will shift the day-to-day operating responsibilities, it does not relieve the City of its ultimate responsibility to ensure the system continues to meet the needs of its residents, local business owners, and visitors. Several parking management firms offer both on-street and off-street parking management services, including monitoring length of stay for time-limited spaces, issuing and adjudicating parking citations, collecting parking fees, and oversight for event parking needs. Another approach is toward outsourcing management responsibilities of the parking program suggests an opportunity to shift the oversight responsibilities to an existing downtown management association or a downtown development authority.

Services are typically provided for a management fee plus expenses or flat hourly rate based on position, often with incentives for specified performance criteria. To obtain competitive and comparable proposals, we recommend issuing a request for proposals that includes the goals and vision of the program, a detailed description of the duties, hour of operations and expectations, along with specific pricing details.

Citation Issuance and Fines

As part of the overall parking program, citation fines would offset the cost of employing ambassadors to help fund the parking program. While not to be considered a primary revenue stream, a portion of parking funds will be attributed to parking citations.

Citation fines should be set at a level that will encourage the compliance of parking program rules and payment of set parking rates. For example, if an opportunity to park beyond time limits in a time-limited parking space is enforced by a citation fine of $10 the patron who chooses not to comply may see value in "taking a chance" of not receiving a citation for a $10 penalty. If the citation is set at $30, then the patron may re-think the position towards voluntary compliance. In general, most patrons will comply if regulations are well advertised, easy to understand, and easy to use. The citation fine is set to encourage the ambivalent patron to reconsider compliance.

As citation fines will be a source of funding, proper management tools and software should be procured. Permit and citation technology solutions are now available through web-based, database management systems that will track citations, from issuance to payment, provide auditable records, and integrate with the Department of Motor Vehicles (DMV) and/or license plate look-up services. The solutions providers in this space are trending towards significant reductions in the cost of the software as a solution (SaaS) for permit and citation services if they can bundle the cost of collection services for outstanding citation payments. Permit and enforcement software solutions can also manage and track the adjudication process.

Adjudication Process

Proper management of a municipal citation program should provide the opportunity for a patron to dispute a violation. With modern permit and enforcement SaaS solutions, this can be accomplished virtually online.

When a patron goes online to review their citation record, they will have the opportunity to select a dispute button. They would then provide relevant information as well as their explanation for their dispute. Under a first-level dispute resolution policy, a designated staff member of the third-party operator (typically a supervisor or manager) will review the dispute and overturn the citation, reduce the fine, or uphold the citation and provide the patron a reason for the action via an electronic reply.

The process can end here, or further opportunity for dispute can be provided with the aid of an independent magistrate to review and rule on the status of the citation. This process can also be conducted online via written correspondence or through virtual video conferencing. The magistrate can work directly with the software solution to input their decision, which will directly be applied to the citation record and provide a seamless update of the process.

The third-party parking operator would be responsible for interviewing and contracting with the special magistrate, typically a local judge or attorney with experience in municipal claims adjudication. The operator will provide the magistrate with information on code, citation records and software system operating procedure. Setting regularly scheduled times for hearings is typically best for all parties involved (i.e., first Tuesday of each month).

As this would be an upgraded municipal citation program it is suggested that an on-line, virtual adjudication process be implemented, enhancing the customer service level as patrons can dispute from anywhere virtually.

Outstanding or uncollected citations should be processed through the citation management system and a third-party collection agency. Many of the permit and citation solutions providers have collection solution offerings for which use can offset the cost for the management software. These third-party collection agencies maximize the ability to collect in-state and out-of-state delinquencies through established relationships with U.S. DMV agencies and skip tracing waterfall procedures that streamline the use of electronic information, automated lists, and networks of vendors to obtain the appropriate contact information and begin the collections process for each delinquent citation.

03 Parking Technology Review

03 Parking Technology Review

The proper use of technology will help make it easier for people to reach their destination, improve asset management and supply/demand balancing, and optimize customer service and program revenues. To that end, it is important to identify and select technologies that integrate seamlessly so that the program will be easy to manage and create a unified customer experience. Solutions described in the following pages will identify technologies that will support the goals of the program.

License Plate as a Credential

Use of a vehicle license plate as a credential has many uses in parking, as every vehicle has a unique license plate for identification. These uses include virtual permits and enforcement. In conjunction with License Plate Recognition (LPR) technology, this solution can help streamline the effectiveness of the parking program and facilitate the customer's ability to self-manage their parking account/credentials. Application of LPR can:

- Verify access to authorized parking customers (permits)
- Expedite enforcement of parking program violations

Walker Recommends

All technology solutions should employ the industry best practice of using the license plate as a parking credential in conjunction with LPR solutions.

Permit Management and Enforcement

In the parking and mobility industry, it is typical that permit management and enforcement solutions reside under a single platform.

Permit Management

Permit management software solutions operate with the same function regardless of the permit type, the only difference are the operating parameter/rules of the permits. Permit considerations for the City's program will include an employee parking credential for parking access.

The permit management solution will operate under an account-based system. This means that every permit holder will have an account. With this account established, the City can validate vehicle ownership records at periodic intervals and send electronic renewal notices for permits. Vehicle information and permit status is managed in a cloud-based software solution that is accessed by enforcement solutions.

Employees and business owners can self-manage their account, adding and removing vehicle license plate information, updating contact information (email, cell, etc.). The system will allow operational business rules to be set to limit the number of permits sold in any given category or location, and create a self-managed, online system that will improve the current manual permit issuing process.

In the event employees and business owners do not have a means toward self-managing their account through an online software solution, the City will need to offer a customer service solution whereby an employee or business owner may visit the parking offices during business hours to obtain their parking credential permissions. Staff will need to manually manage the process for this exception.

Enforcement

Enforcement technology will primarily use license plate recognition (LPR) to validate the status of a vehicle. The officer/ambassador will be issued a handheld device in which the vehicle license plate can be scanned or manually entered. The device will have cellular data connectivity which will allow the license plate to be compared to the permit system database as well as the payment platform database (meters and/or mobile payment) to validate status within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle, if not valid, the device will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move to the next vehicle.

In addition to a handheld device, a mobile LPR vehicle should be considered. This type of vehicle (typically a small pick-up truck, small sedan, or electric golf cart is used) will be equipped with LPR cameras and lighting which will allow the officer/ambassador to patrol the parking areas more efficiently. As the vehicle drives through the area, the LPR cameras capture the images of the vehicle license plates, translates the image to text files, and compares that data to the permit system database as well as the payment platform database within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle. If not valid, the system will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move the next vehicle.

The permit and enforcement software solution will also allow the violator to pay online or submit an adjudication application request. With direction to a system website, through a link from the City website or direct access, the violator will be able to look up the citation record, pay via credit card or payment service, or dispute through allowed program methods.

Walker Recommends

The City of Winter Haven should consider the acquisition of a permit and enforcement technology solution that will facilitate the enforcement of time limits, permit management, and collection of fines for the parking program. A solution of this type will improve management efficiency for the City and improve customer interface with the parking program. The City can develop specification criteria for procurement, typically through an RFP process.

04 Parking Wayfinding Review

04 Parking Wayfinding Review

Traditional, static wayfinding is simply a way to communicate the location of an intended destination. This is currently being practiced in the City in a limited fashion. However, with the advent of parking and mobility technology, the ability to communicate the supply of parking inventory is possible. Communicating the availability of parking inventory can be as simple as adding a digital OPEN / FULL or a digital numerical sign to current wayfinding signs.

Wayfinding can also be communicated through mobile wayfinding and parking apps. When the patron activates their app, they are provided the information that needs to be considered when deciding to proceed to their destination.

The data that feeds digital signs and mobile apps is obtained by vehicle counting systems either native to mobile app platforms or independent systems that integrate with these apps.

Counting solutions native to revenue collection platforms are convenient in that they are providing the service ancillary to the primary features of revenue collection. However, there are limitations to the accuracy of the data in that the vehicle counts are dependent on active interaction with those platforms and are transaction based. This means that vehicles that do not interact with the system by choosing not to pay or those that may have a pre-authorized permit, will not appear in the count data. Solutions providers may attempt to improve accuracy by developing algorithms to their software that will help forecast actual counts, however there will always be an element of inaccuracy in the data.

Independent solutions can be more accurate in that they are dedicated to counting vehicles as they physically enter a location and are not dependent on transactions or algorithms. Camera-based systems have been quickly improving in the marketplace and can provide the most reasonable level of accuracy as long as the cameras have the proper sightlines to capture images.

Walker Recommends

A critical component to implementing an efficient parking program, Walker recommends a need for the City to implement a dynamic wayfinding solution that is paired with real-time mobile transactions and camera-based activity. Use of camera-recorded vehicle counts at parking facility entrance and exit lanes will enable the City to monitor the use of specific location inventory throughout the course of the day. Communicating this information to motorists in advance of their destination arrival will help inform travel decisions and reduce traffic congestion.

Wayfinding Solutions

Wayfinding solutions to parking availability will provide more accurate data as these methods pertain to all vehicles parking in a facility. Two methods will be discussed below:

Facility Counts

Facility counts pertain to the whole parking facility and provide one (1) overall space availability count. As we know, the City parking structure provides an inventory of 297± parking spaces. Sensors placed at the entry and

exit points to the parking structure will track vehicles as they enter and exit. These sensors can be in the form of in-ground vehicle detection loops, magnetic sensors, LIDAR (Light Detection and Ranging), or stationary cameras.

As a vehicle enters the parking area the counts will be reduced by one (1) from 297 to 296. As this count changes, the wayfinding software can communicate this information to electronic signage at the entry, but also to websites or mobile parking applications on patrons' smart phones. As the counts lower to a pre-determined threshold, the software will update the parking facility to "Full" or "Closed". This count system does not differentiate reserved or dedicated parking spaces as it does not know "where" the vehicle parked, so therefore, spaces like Americans with Disability Ace (ADA) or Electric Vehicle (EV) only spaces can't be properly monitored.

Single-Space Counts

Single-space count solutions can monitor each space in the parking facility. This is by far the most accurate solution as it does differentiate from "regular" spaces and reserved or dedicated (ADA or EV) spaces. If the parking facility is further defined with reserved or general permit spaces, these two user groups can also be defined. With these spaces being monitored individually the associated information can be provided to the signage, website, and mobile applications: "Permit", "Public", "Disabled", and/or "EV" Spaces.

This technology comes in three forms, magnetic, ultrasonic, or camera-based sensors. The magnetic and ultrasonic sensors are small "pucks" that are embedded in the asphalt in each parking space. When a vehicle parks in the space, the sensor detects its presence and communicates wirelessly to a controller box. The camera-based sensors are mounted atop poles in the parking area and monitor multiple spaces individually at the same time. Depending on the mounting height of the pole and the vision available (no tree canopy or other obstructions) these cameras can monitor up to 30-80 spaces each.

Utilization

The above wayfinding and parking availability data can be used to direct parking patrons to the available parking locations. This information can be disseminated on the City's website (or others) and through a mobile parking application. This technology is useful in many ways, but perhaps the most valuable is the impact this can have on the environment.

As an example, let's say a retail patron visiting the south end of downtown wishes to patronize the library. They can review the parking availability before leaving. If the City parking structure is full, they could choose an alternate location to access the library. This reduces emissions from this library patron by not having them drive all the way to the City parking structure, drive around looking for a parking space, and then abandoning their search to head elsewhere. This decision can be made in the beginning, with no excess emissions and time wasted. This would prove beneficial to both the parking patron and the City residents as it would reduce emissions and excess traffic.

This parking availability information can also be transmitted wirelessly though cellular services to electronic messaging signage to display "Open" or "Full" messages at key decision points along the roadways in Winter Haven. These signs could be tastefully adorned with the City's seal or logo. The technology exists to have these be light sensitive as well and turn off at night when demand is low, and most locations would be available. They can also be programmed to turn off unless a specific location is full, allowing a message to be displayed.

05 Appendix

05 Appendix

The information contained in the following pages of this appendices has been provided by the City of Winter Haven for the use of supporting the information provided in this report.

WINTER HAVEN
The Chain of Lakes City

RESERVED PARKING PROGRAM

Per Section 18-53(b) of the City of Winter Haven Code of Ordinances, the City is permitted to lease up to 10% of all individual parking spaces in City-owned parking facilities on a year-to-year basis. The following Reserved Parking Program and associated operational and management procedures are developed in accordance with Section 18-53(b).

Program Administration

The Reserved Parking Program is administered by Community Redevelopment Agency (CRA) Staff in the Growth Management Department with enforcement assistance from the Winter Haven Police Department.

The leasing of spaces is done on a year-to-year basis from October 1 through September 30. Lessees will be required to execute a new lease and make full payment each year prior to October 1. Any space not renewed will be made available for lease through a lottery process.

Eligible Facilities

For the purpose of the Program, the following City-owned, public parking facilities will be utilized as noted:

Surface Lot Parking Facilities	Structured Parking Facilities
LOT A: 4th Street, SW/Central Avenue	**Avenue A, NW Parking Garage**
LOT B: 4th Street, NW/Avenue B, NW	**LOT GC:** Covered - Levels 1 & 2
LOT C: 3rd Street, SW/Avenue A, SW	**LOT GU:** Uncovered - Level Roof
LOT D: Avenue A, SW @ 2nd Street, SW	
LOT E: Avenue A, NW @ Post Office	

**These facilities may be removed and/or others added as deemed appropriate based on demand and/or other conditions.*

Leased Spaces

Parking spaces/stalls leased through the Program are done so on either a Business Day (7am until 5pm, Monday through Friday) or Full Day (24 hours, Sunday to Saturday) time period. For the Structured Parking Facility ONLY, the lessee will have the option of designating the time period based on his/her individual needs. It should be noted, however, that if a lessee opts for a Business Day lease, the designated space will be subject to general public parking after 5pm during the week and all day on weekends.

Term of Lease

The leasing of parking spaces will be administered with an individual Lease Agreement for each available space with a term not to exceed one calendar year beginning no earlier than October 1 and terminating no later than September 30. Spaces leased after October 1 will be prorated for the balance of the year based on the first day of the month in which the space is leased. Refunds will not be provided for spaces no longer needed.

Fees

In exchange for the guarantee of a reserved parking space, lessees are required to pay an annual lease fee. The fee schedule varies based on the type of parking facility and in the case of the Parking Garage, the time reserved for each day (Business Day versus Full Day).

The following fees plus tax shall apply:

LOT A: Business Day	$300/year*	*($25/month)**	**LOT GC:** Business Day	$600/year*	*($50/month*)*
LOT B: Business Day	$300/year*	*($25/month)**	**LOT GC:** Full Day	$900/year*	*($75/month)**
LOT C: Business Day	$300/year*	*($25/month)**	**LOT GU:** Business Day	$300/year*	*($25/month)**
LOT D: Business Day	$300/year*	($25/month)*	**LOT GU:** Full Day	$600/year*	*($50/month)**
LOT E: Business Day	$300/year*	($25/month)*	**OTHER**		

**Plus Tax*

Enforcement

Each space designated for the Program will be assigned a control number. Once a space is leased, an identification sign will be placed at the front of the stall and the lessee will be given a colored mirror hanger displaying the control number that must be properly displayed at all times while using the leased space. Enforcement associated with the Program will be managed by the Winter Haven Police Department. Any vehicle parked in a leased space without authorization shall be fined ten dollars ($10.00) for the first offense and twenty-five dollars ($25.00) for all subsequent offenses. In addition, the unauthorized vehicle may be towed by an authorized towing company to a designated impound yard. Vehicles towed shall be restored to the registered vehicle owner upon payment of towing, storage, and administrative fees. A Police hold shall be placed on the vehicle pending payment of all administrative fees and fines.

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LOT A: 4th Street, SW/W Central Avenue



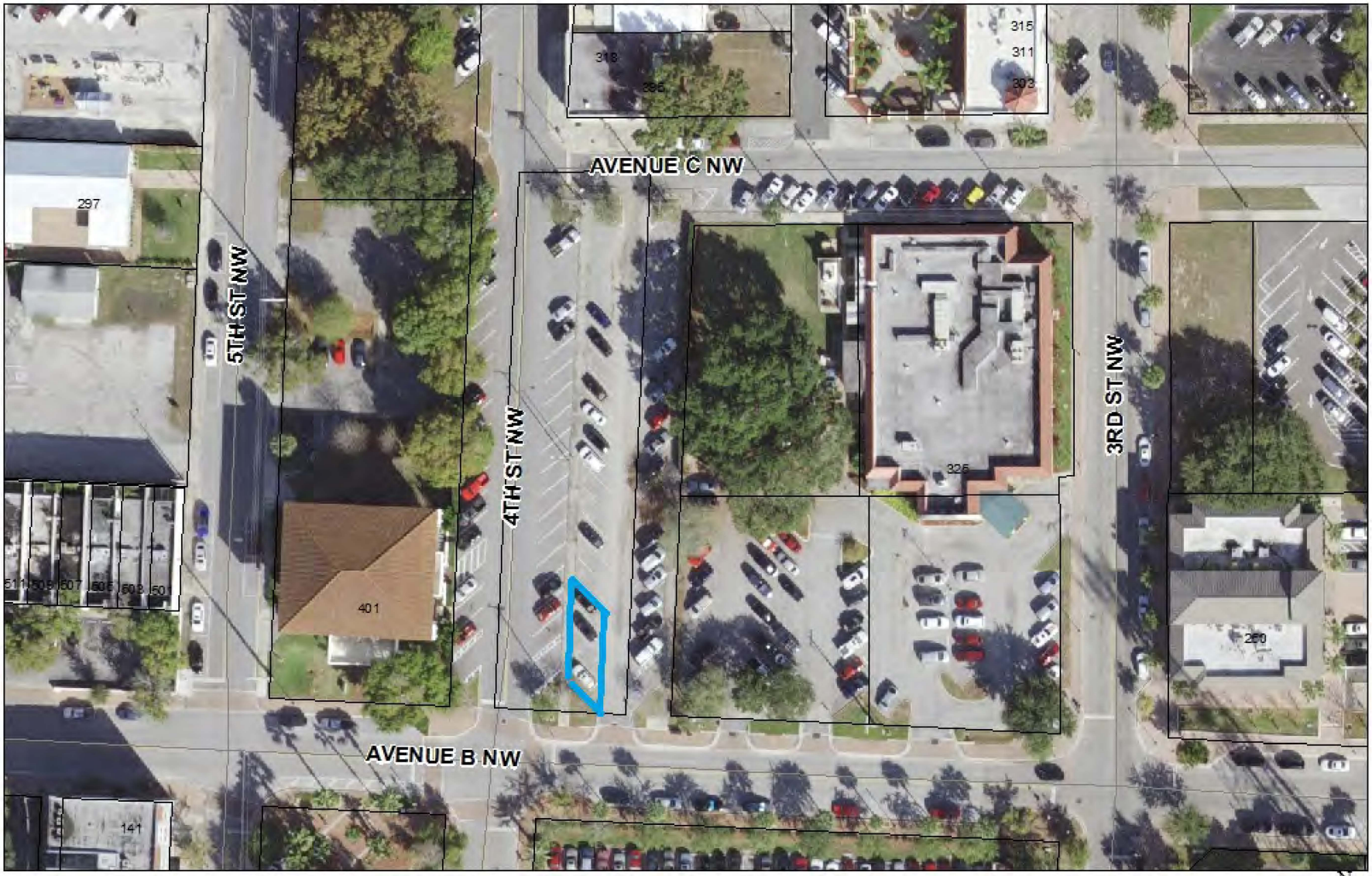
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the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

4 leasable spaces

N

WINTER HAVEN
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LOT B: 4th Street, NW/Avenue B, NW



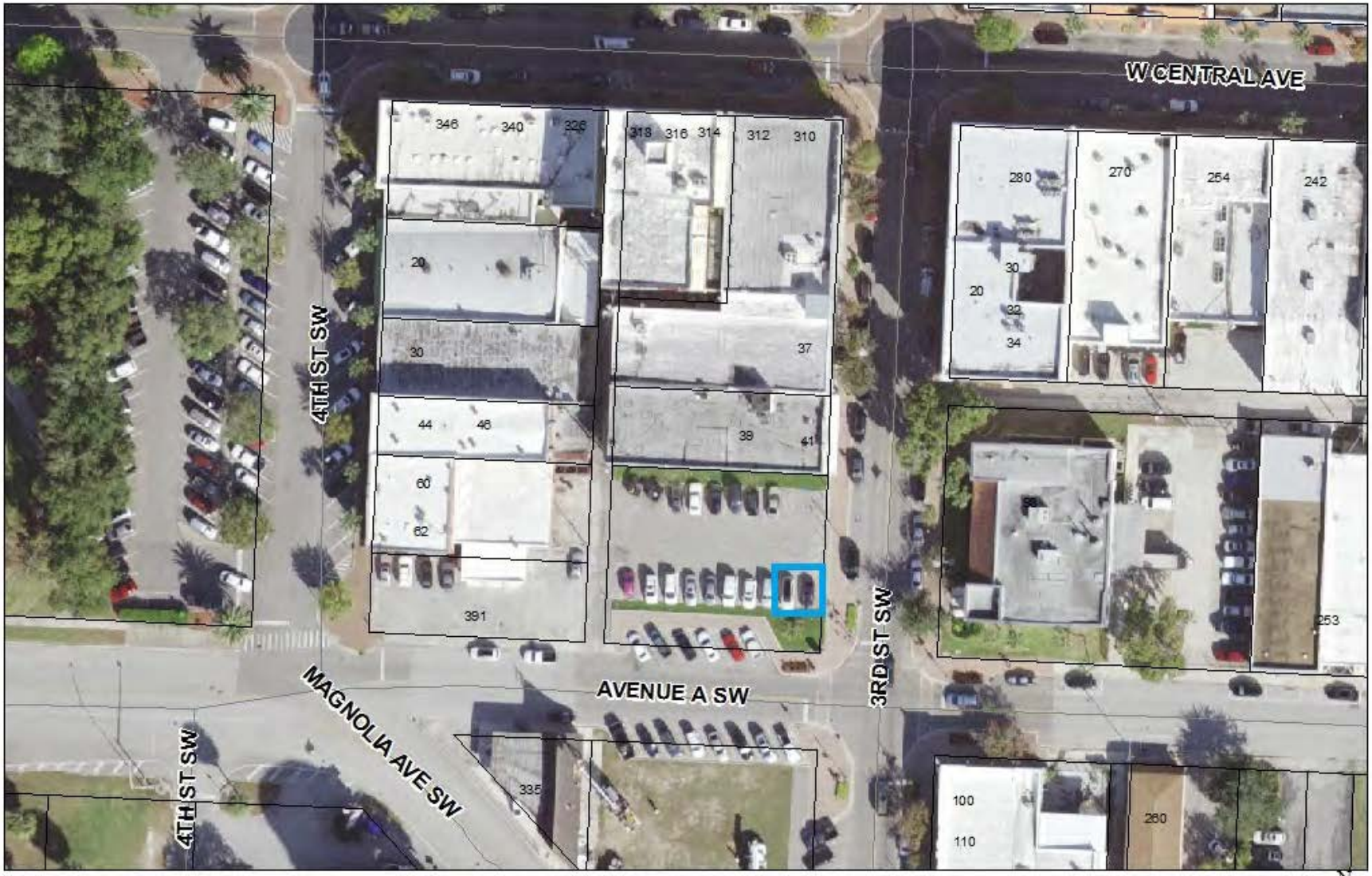
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4 leasable spaces

N

WINTER HAVEN
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LOT C: 3rd Street, SW/Avenue A, SW



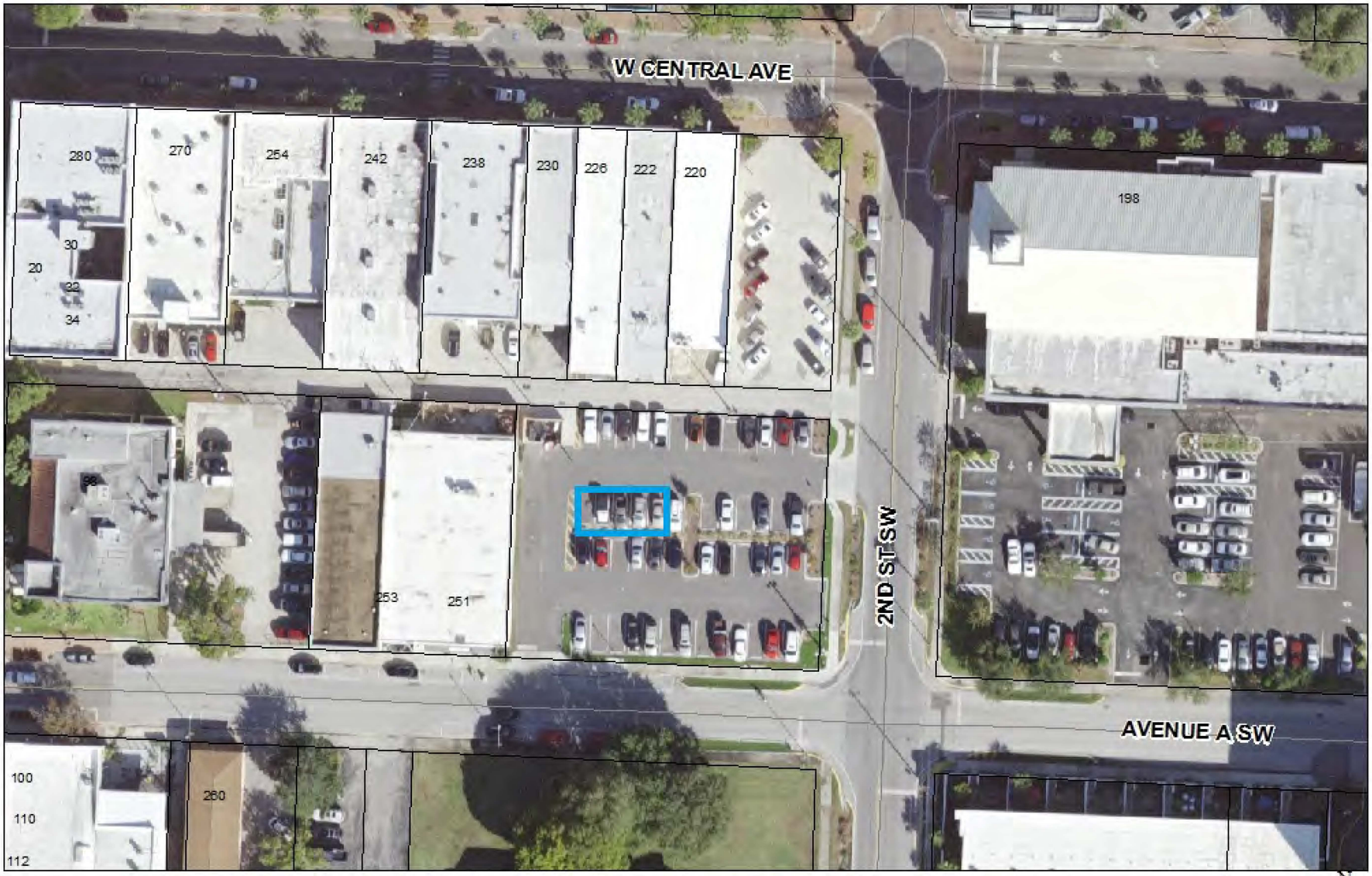
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2 leasable spaces

N

WINTER HAVEN
The Chain of Lakes City

LOT D: Avenue A, SW/2nd Street, SW

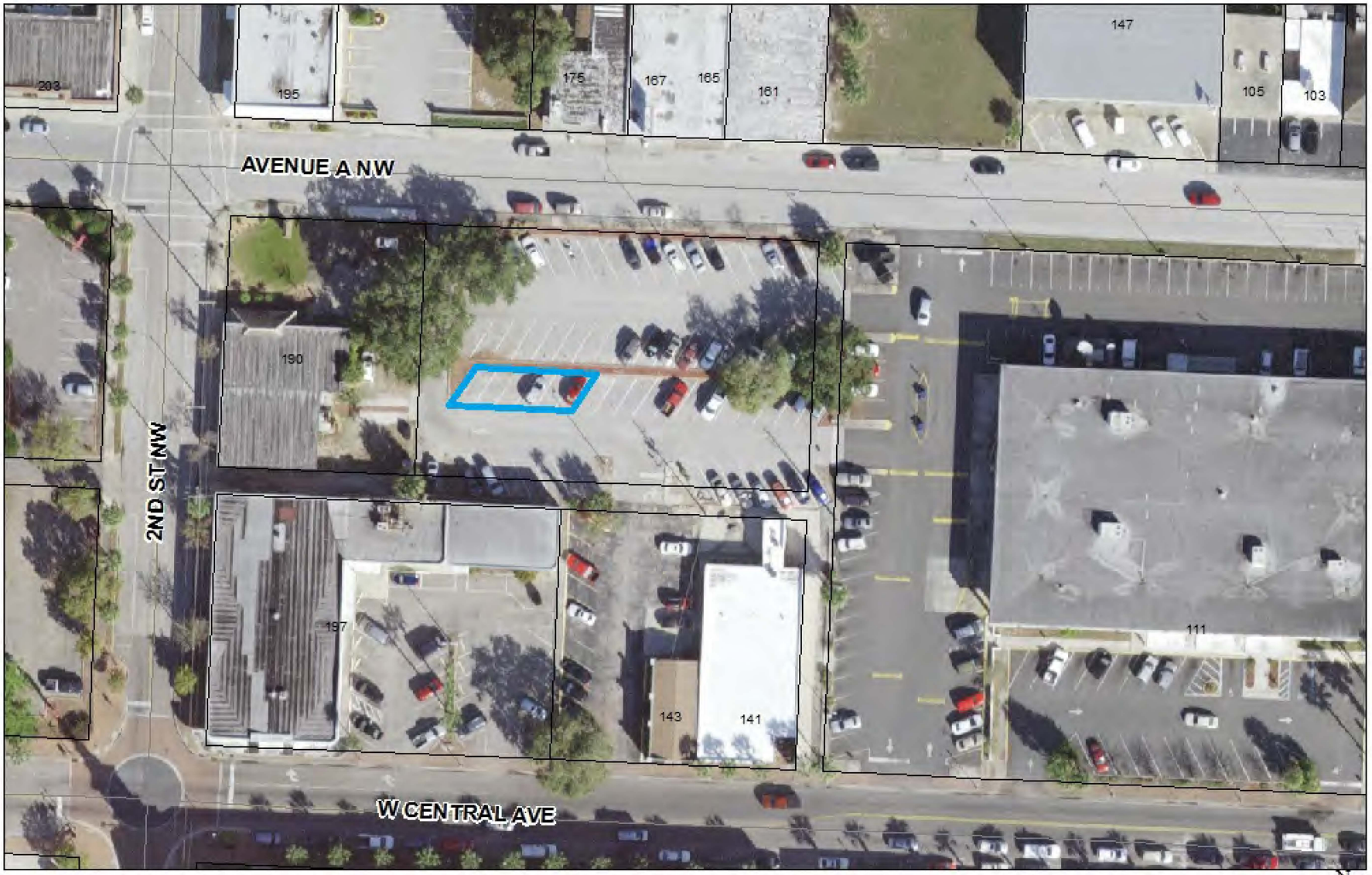


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5 Leaseable Spaces

WINTER HAVEN
The Chain of Lakes City

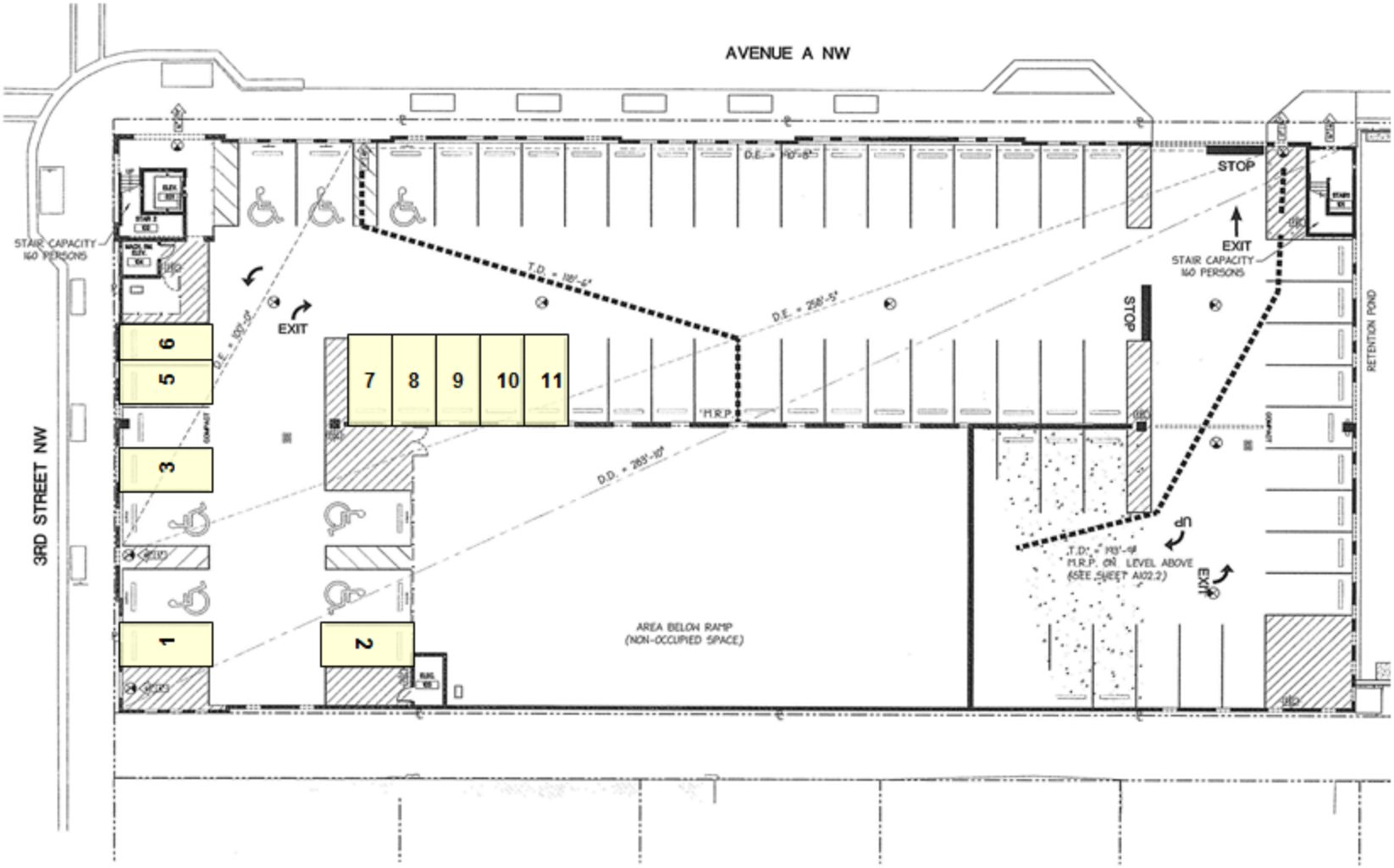
LOT E: Avenue A, NW @ Post Office



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 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 uses of such data.

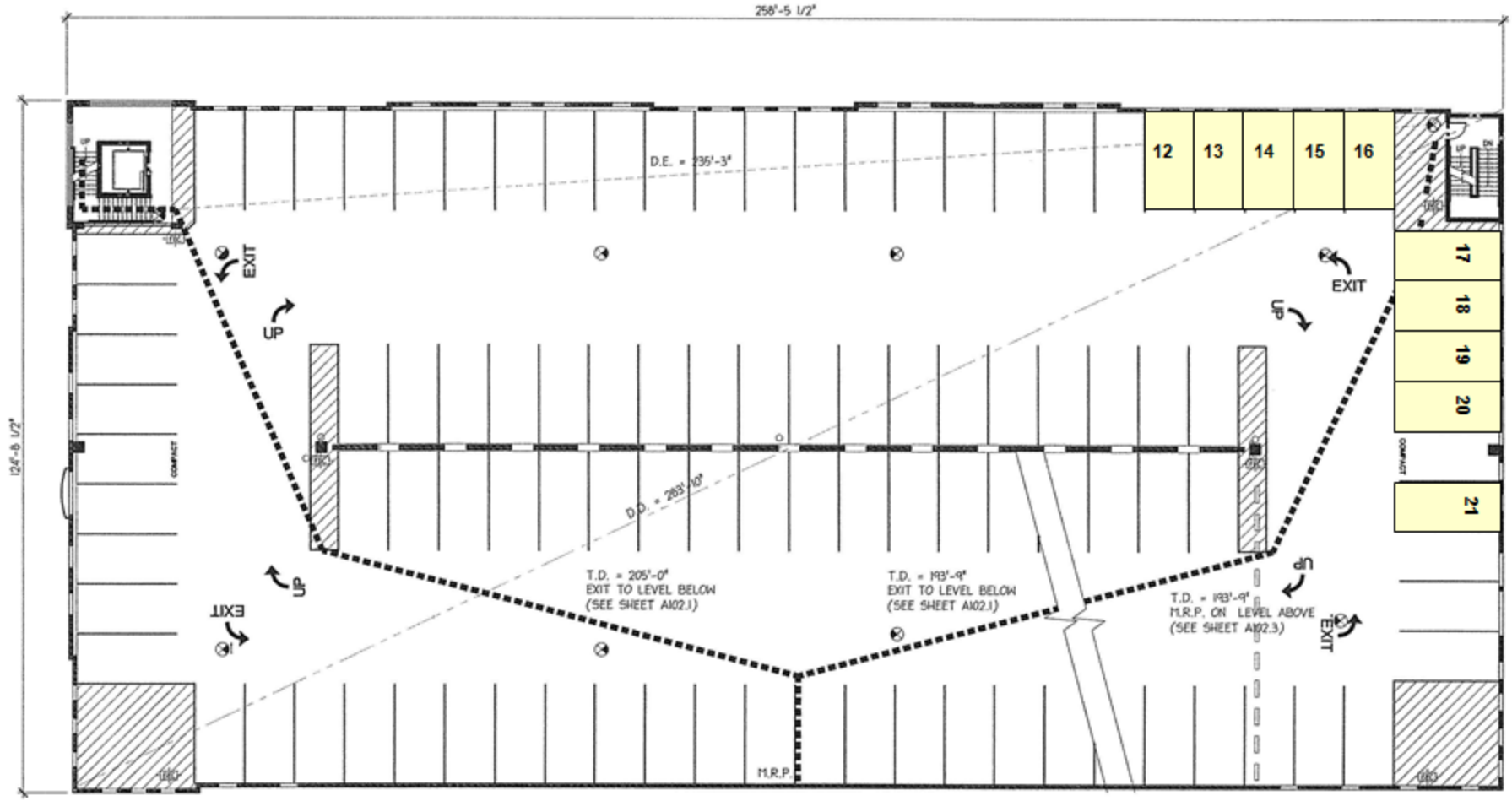
6 Leasable Spaces

Parking Garage – Avenue A, NW
Level 1 - Covered



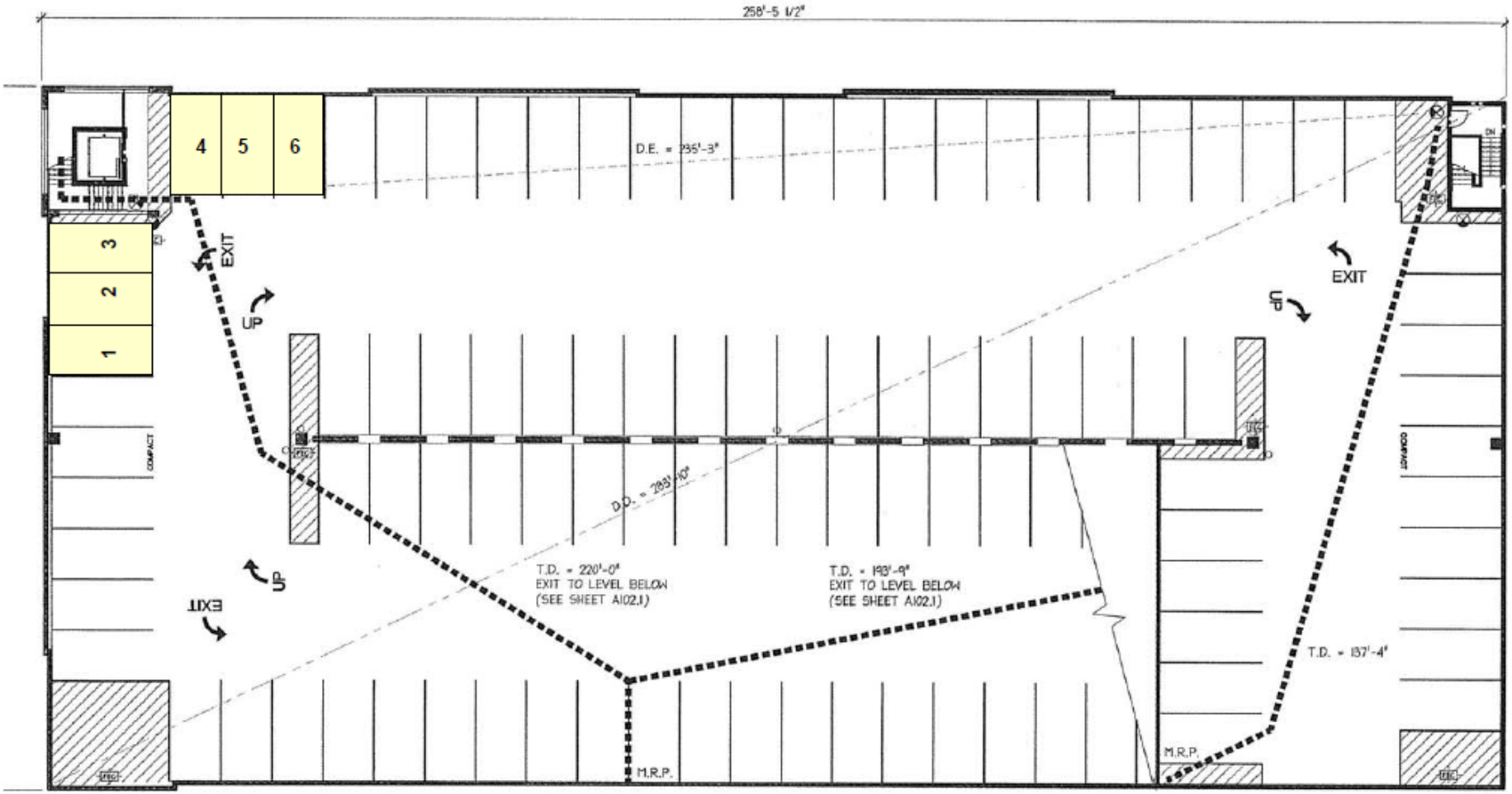
10 leasable spaces

Parking Garage – Avenue A, NW
Level 2 - Covered



10 leasable spaces

Parking Garage – Avenue A, NW
Level 3 - Uncovered



6 leasable spaces

WALKER CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
walkerconsultants.com

November 17, 2022

(sent via Email: mherr@mywinterhaven.com)

Mr. Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr Herr:

The City of Winter Haven has hired Walker Consultants to prepare a unified and coordinated parking policy that will be used to effectively maximize public parking availability and usage throughout its downtown footprint. The information contained herein represents our development of a Strategic Parking and Mobility Master Plan for the City of Winter Haven. Our plan highlights the findings and recommendations developed from the previous three phases outlined in the City's scope of services. What follows is a sequential-step action plan to assist the City with its implementation needs. The plan is defined by immediate, short-term, mid-term, and long-term action items.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

WALKER CONSULTANTS







November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase Four: Parking Master Plan
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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Introduction

The scope of services for the Downtown Strategic Parking and Mobility Master Plan requires the consultant to provide a report to the City that establishes a unified and coordinated parking policy, to include a review of additional inventory needs, parking regulations, and technology enhancements, as well as recommendations for parking management strategies and improved parking and mobility experience which will be utilized to effectively manage public parking availability and usage within the City.

To satisfy the City's scope of service requirements, Walker has prepared this final action plan for the City to consider when implementing a recommended Parking Master Plan. As we have reached this final project milestone, we have strategically identified the actionable items from our initial phase deliverables:

Phase *1: Parking Supply and Demand Analysis*
Phase 2: Parking Alternatives Analysis
Phase 3: Review of Parking Policies and Practices

The following items have been prioritized by immediate, short-term, mid-term, and long-term action items for the Town to consider.

Immediate Action Items (3 to 6 months)

Establish a Parking System Brand

Brand identity has been defined as the visible elements of a brand, such as color, design, and logo, that identify and distinguish the brand in consumer's minds. Consistent marketing and messaging lead to consistent brand identity, and therefore consistent use. When done right, the brand also announces to the parking consumer that it is safe and easy to park when you see the logo, and more importantly, an opportunity to expand the brand into a marketing and education campaign that compliments the organization's mission and goals.

Walker representatives recommend the City of Winter Haven develop a public parking brand where simple and clear information is conveyed about the public parking locations. Use of parking facility arrival signs with an identifiable logo that is compatible with local environmental design characteristics. The brand should support the maintenance of public safety with well-lit and clean operations, rules that make sense and encourage safety while reducing congestion, frustration and hazards for users. The branding effort should carry through the City's social media and communication programs, to include the City's website and economic and tourism platforms. To assist with the following dynamic wayfinding solution, we recommend developing a simple and consistent parking location naming convention which consumer's may use to identify within a certain district or commercial corridor.

Dynamic Wayfinding Solution

The basic principal of a wayfinding strategy is to create a legible environment, to find destinations and exclude random seeking. At its simplest, a wayfinding strategy helps to create areas, environments, parking facilities to be easy to navigate places for people and to have a seamless journey experience.

Walker representatives recommend the City of Winter Haven develop a dynamic wayfinding program that advertises public parking availability at its various public parking locations. The development of the program will be two-fold to include use of an electronic parking space availability sign at the entrance of the City's parking structure and variable messaging along certain motorist decision points along key vehicular corridors showing space availability at public parking lots. Use of the City's website should support this real-time space availability through the use of a mobile-friendly platform.

Time-Limited Parking

In the absence of implementing a paid parking system, consistent and enforced time-limited parking remains the most beneficial way to ensure critical parking occupancy turnover occurs in a commercial and retail environment. Time-limited parking should be established in terms of walking distance level of service. Prime location spaces in the core area of downtown should be regulated by shortest duration. Walking Distance Level of Service may be defined as follows:

- Level of Service A = 400 feet
- Level of Service B = 800 feet
- Level of Service C = 1,200 feet
- Level of Service D = 1,600 feet

Under a Walking Distance Level of Service "A" and at times "B", Walker representatives typically find and recommend the most convenient curbside spaces offer a two-hour limit. Off-street, surface parking areas in these same convenient areas should offer a slightly longer duration, so as not to exceed a four-hour duration. For Level of Service "C" and "D", on-street spaces should generally be unrestricted. Under this scenario, we recommend parking structure spaces be unrestricted as well. As pockets of redevelopment create new demand scenarios, we recommend a need to reevaluate the expansion of Walking Distance Level of Service programs.

Reserved Parking Program

Reservation of specific use parking in public parking facilities compromises the very intended definition of public parking principles. Section 18-53 of the City's charter allows the City Manager to designate up to ten percent (10%) of the public parking spaces at any public facility for specific reserve parking needs. We anticipate this practice may have been created out of a need to accommodate proximate location requests for small business owners needing a guaranteed option for parking when parking options are unavailable within business districts.

Walker representatives support the 10% threshold policy and encourage future opportunities to relocate these reserved parking requests to lesser-utilized public parking assets to include the City's public parking structure and

assets where significant inventory exists. When possible, we recommend converting the reserved specific use spaces to conventional 30-day general access parking permits.

Off-Street Employee Parking 30-Day Permits

Employee parking needs and solutions remain a critical component to downtown employers and small business owners and as such, should have consideration in any strategic master plan. When time-limit parking regulations are consistently enforced employees will need to find alternate locations to prevent the requirement of moving their vehicle every two hours.

Walker representatives suggest limiting the issuance of 30-day permits to a percentage of spaces in the larger off-street facilities so as not to compromise daily transient activity within these locations. Permits would be available for use during weekday business hours only (6:00 a.m. to 6:00 p.m.) A separate evening employee parking permit could be available for the hours of 4:00 p.m. to 4:00 a.m. Key locations for employee parking locations at this time, should include the 267-space City parking structure on Avenue A NW, the 40-space surface lot located at Avenue B NW and 4th Street NW (currently under renovation and being used for construction staging), the 68-space surface lot located at Avenue A NW and 2nd Street NW (Post Office), and the 50-space surface lot located at the northwest corner of 2nd Street SW and Avenue A SW. The designation of these parking facilities for longer-term permit parking would offer a potential for as many as 425 employee parking spaces, while leaving several of the smaller, more conveniently located locations available for short-term parking options.

Section 18-77 Temporary Handicap Permits

Under section 18-77 of the City charter, the City Manager is authorized and directed to issue, upon application, a renewable, ninety-day handicapped permit to any temporarily handicapped person who is currently certified by a physician licensed under F.S. chapter 458 or 459 or comparable licensing in another state, or by the adjudication office of the Veterans' Administration, as being temporarily severely physically disabled and having temporary mobility problems which substantially impair his ability to ambulate; and such vehicle is transporting a person eligible for such parking permit.

Walker representatives recommend the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

Event Promotor On-Street Parking Application

Under Section 18-55 of the City charter (b) persons conducting or sponsoring events in the downtown business district are authorized to request an exemption from the requirement for legal parking in the rights of way.

Walker representatives recommend allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event

parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and short-term parking activity.

Enforcement Hours of Operation

Consistent enforcement of the City's downtown parking regulations remains important for businesses owners and visitors to understand the rules and comply with the regulatory requirements. Enforcing the rules on some days and not others, or only enforcing certain times per day sends a mixed message to employees, residents, and visitors. All parking system users need to be held to the same standards, regardless of their parking needs or status. The current enforcement hours of operation provide for parking enforcement coverage between the hours of 8:00 am and 5:00 pm, Monday through Friday.

Walker representatives recommend adjusting the hours of operation to allow for a later enforcement start in the mornings while extended the coverage beyond 5:00 pm. Additionally, with the growing increase in activity on Saturdays, we recommend adding coverage on Saturdays to encourage best practice use of the short-term parking inventory are ensure the longer-term parking needs are satisfied with lessor demand parking spaces. We propose parking enforcement coverage between the hours of 9:00 am and 7:00 pm, Monday through Saturday. Under the 2-hour time limit program, this recommendation would allow users to park until 11:00 am without violating any time limit regulations. Conversely, enforcing the 2-hour limits until 7:00 pm enables a short-term parking patron to park free of regulatory violation after 5:00 pm each day. This policy regulation is designed to keep 2nd shift employees from parking in the convenient spaces when arriving for their late afternoon shift.

Short-Term Action Items (6 to 12 months)

Outsource Enforcement Resources

As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

Under an enterprise program format, parking citation management and adjudication practices would fall under the responsibility of the third-party operator, relieving the chief of police and police department representatives from these responsibilities and allowing them to focus on handling policing responsibilities related to community safety and security standards. Walker supports the fine structure prescribed in this section.

Electronic Tire Chalking and Permit Management

Enforcement of parking regulations is required to ensure the success of any parking management plan. The goal is not to write citations; but rather, to ensure users follow the established polices so the system is fair to all users. Enforcement can be viewed as only punitive, but it can also be used as a tool to educate and provide service to patrons of the area. To accomplish this, the City can adopt an "Ambassador Approach" model for the enforcement of the parking regulations. This approach is considered a best practice in the industry and many of its principles have been adopted by large and small municipalities successfully. Ambassadors will first seek to educate, allowing patrons who may not be familiar with program rules to comply before citations are issued. Typically, an ambassador will be trained in customer service techniques to complement their enforcement certification and have a more welcoming uniform design (i.e. Polo shirt and shorts).

Enforcement technology will primarily use license plate recognition (LPR) to validate the status of a vehicle. The officer/ambassador will be issued a handheld device in which the vehicle license plate can be scanned or manually entered. The device will have cellular data connectivity which will allow the license plate to be compared to the permit system database as well as the payment platform database (meters and/or mobile payment) to validate status within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle, if not valid, the device will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move to the next vehicle.

In addition to a handheld device, a mobile LPR vehicle should be considered. This type of vehicle (typically a small pick-up truck, small sedan, or electric golf cart is used) will be equipped with LPR cameras and lighting which will allow the officer/ambassador to patrol the parking areas more efficiently. As the vehicle drives through the area, the LPR cameras capture the images of the vehicle license plates, translates the image to text files, and compares that data to the permit system database as well as the payment platform database within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle. If not valid, the system will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move the next vehicle.

The permit and enforcement software solution will also allow the violator to pay online or submit an adjudication application request. With direction to a system website, through a link from the City website or direct access, the violator will be able to look up the citation record, pay via credit card or payment service, or dispute through allowed program methods.

License Plate Permit Credential Program

Use of a vehicle license plate as a credential has many uses in parking, as every vehicle has a unique license plate for identification. These uses include virtual permits, revenue control and enforcement. In conjunction with License Plate Recognition (LPR) technology, this solution can help streamline the effectiveness of the parking program and facilitate the customer's ability to self-manage their parking account/credentials. Application of LPR can validate terms and dates for parking privileges, verify access to authorized parking customers (permits), and expedite enforcement of parking program violations. All best practice technology solutions described and

recommended are based on this industry best practice of using the license plate as a credential in conjunction with LPR solutions.

Enforcement and Immobilization

In addition to the City's ordinance and policies adopted from Polk County on vehicle towing practices, the City should develop a draft ordinance allowing for vehicle immobilization. Under this ordinance, the City of Winter Haven reserves the right to immobilize vehicles for non-payment of parking citations. In the event that a vehicle has been immobilized, a warning noticed will be placed on the windshield stating that the immobilizing device has been attached to the vehicle wheel. The warning notice describes all steps necessary to have the immobilizing device removed and vehicle released. Walker representatives recommend the immobilization practice for any vehicle which is parked in the public right of way, and for which there may be three (3) or more outstanding, unpaid, overdue parking citations, the latest of which has been unpaid for a period sufficient of minimum adjudication protocols. An added benefit to the vehicle immobilization policy will allow the City to address non-resident parking scofflaws and repeat parking violation offenders.

Adherence to the City's towing ordinance shall be executed upon instances where a vehicle is parked in a manner which creates a health and safety concern. Health and safety concerns may be related to no parking areas, overnight parking, or utility easement areas. All other parking violation matters should be handled with the use of the civil citation program.

Sale of City-Owned Real Estate

Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. Temporary designation of surface parking within the downtown core is often times the best use of real estate before a parcel is available for sale and private development. Walker estimates a range of $4,000 to $6,000 per space to redevelop a parcel for surface parking use. This cost per space includes some of the typical items such as erosion control, grading, aggregate base, curb and gutter, lighting infrastructure, 3" asphalt surface and pavement markings. Using the high-end range for a proposed 50-spaces surface lot we project initial costs in the range of $300,000. Additionally, developers may be more prone to acquiring the surface parking real estate knowing structural demolition is not required to redevelop.

If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

Mid-Term Action Items (12 to 24 months)

Parking and Mobility Enterprise Fund

Similar to a general fund model, an enterprise fund model operates as a City department with a division manager or director and support staff. A parking and mobility department should be a self-supporting government fund solely for the purpose of operating and managing parking and mobility operations to include micro-transit and commercial curb management. Any fees or fines generated by the department would be deposited into the enterprise fund for the sole purpose of operating parking and mobility programs.

Because the department must be self-sufficient, an enterprise fund shows a true accounting of operating and capital finances. This promotes budget transparency, allowing the public to see the actual cost to provide and manage parking and mobility, as well as understand the rationale behind fees and fee increases. Enterprise funds can retain revenue surplus and use these funds to issue bonds to invest back in the system. A self-funding capital program means parking and mobility initiatives do not have to compete with other City programs for capital funds or investment. This allows the department to invest in important infrastructure upgrades to the system that it may not otherwise be able to accomplish under a general fund model. Parking and mobility should still be a department of the City, which can lead to better integration of parking with land use and mobility plans versus a parking authority, which is an independent entity.

Under a scenario with the City of Winter Haven, we recommend the Parking and Mobility Enterprise Fund be the responsibility of the Assistant City Manager and his or her departmental oversight to include representatives from Legal, Finance, Information Technology, Community Standards (Enforcement) and Communications.

Public Parking Component for Future Developments

Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process. Establishing such a development criteria would afford the City the opportunity to participate in a direct parking inventory purchase or share the principle use inventory during off-hour use periods.

Public and Private Partnerships

Rebuilding cities is a complex and challenging endeavor under the best of circumstances. Among other things, it requires merging public and private interests and resources. However, the traditional process of urban development can be inherently confrontational—an arm-wrestling contest between the local government and the developer to see which will win distinctly different prizes. No longer can private capital be relied on to pay the high price of assembling and preparing appropriate sites for redevelopment. No longer can local governments bear the full burden of paying the costs of requisite public infrastructure and facilities.

Planning and zoning controls are often either inadequate or too inflexible to ensure either appropriate control or enablement of desired private outcomes. True partnerships replace potential confrontation with collaboration and cooperation to achieve shared goals and objectives. This process requires applying far more effort and skill to weighing, and then balancing, public and private interests and minimizing conflicts.

Walker representatives recommend the pursuit of public and private partnerships with several of the potential development opportunities shown in the Phase Two report for the City of Winter Haven strategic master plan. The City has the ability to contribute funds to the parking component within certain development sites to with a goal towards maintaining and operating a portion of the parking component for public parking consumption. Under this type of partnership opportunity, the City should be able to better manage their capital contribution toward the selection of multiple public parking opportunities throughout the downtown versus investing in a single development site, serving a limited area.

Long-Term Action Items (2 to 3 years)



Mobility Infrastructure

While Walker representatives do not recommend the immediate need for a public bus transportation system downtown during the working day and on the weekend, we recognize the need to begin the planning process for what a system would look like to include capital and operational funding, hours of operation, intended users, and whether or not the system would operate under a fixed route or an on-demand service feature.

At present, the 3.6 mile Chain of Lakes Trail connects to the downtown linear park system at the Trailhead Park Playground (Avenue F NW). Preceding south through the downtown area at this juncture, the paved trail surface allows for ease of walking, jogging, and bike riding to general areas as far south as the Avenue C SW. One of the City's best mobility assets, this amenity offers a safe reasonable connection to many of the core downtown destinations.

Adding a climate-controlled micro-transit circulator, with a connection to the downtown central trail spine and the public parking locations, would suggest an opportunity to brand a parking and mobility system. We suggest an opportunity to add a GPS cloud-based technology solution capable of providing real time service alerts and arrival predictions for transit vehicles. Information could be displayed on transit stop locations and through the use of a mobile app combined with information supplied by the parking space availability software platform.



City Square Master Plan

Development of the City Square Master Plan provides the catalyst for the downtown footprint to expand north to South Lake Silver Drive, connecting Avenue D NW to South Silver Lake Drive, incorporating Nora Mayo Hall, the City Tennis Center, and the park systems along 3rd Street NW and Silver Lake Drive. The planned design for 196± public parking spaces will be a welcome addition to this neighborhood. Development areas located east of 2nd

Street NW should be designed to support health and wellness initiatives consistent with the existing services of the hospital and medical clinics, as well as the outdoor active-health amenity space.



Evaluate Additional Inventory Needs

The need to evaluate additional inventory needs should remain a regular focus of the City as the downtown footprint continues to redevelop. An organic approach to growth should help the City remain within its strategic financial means without the need to extend financial obligations beyond a realistic return of investment. With the public and private partnership development opportunities realized in Phase One and Phase Two of the Downtown Strategic Parking and Mobility Plan, we project a potential net gain of as many as 435± public parking spaces as follows:

- Second Street Hewitt Property – gain 48± public parking spaces[1]
- BB&T Property – gain 171± evening and weekend public parking spaces shared with daytime office space
- Andy Thornal (Green) Property – gain 48± right of way public parking spaces
- City Square Master Plan – gain 196± public parking spaces
- West Central Avenue Café Plan – lose 24 on-street public parking spaces
- Residence Inn by Marriott – lose 4 on-street public parking spaces

Using an average cost per space in accordance with the Wantman Group's *Parking Structure Cost Outlook for 2022*, Walker representatives realize an average construction cost per space of $24,000 per space. Application of this average cost number to the projected number of structured public parking spaces shown above, we project a potential minimum investment of $9,960,000 to meet the added public parking inventory needs within three separate locations in the downtown footprint. The addition of the 48± Andy Thornal rights of way parking spaces, at an approximate average of $4,000 per space would require an additional $192,000.



Evaluate On-Street Paid Parking Program

As a result of our initial observations and findings, and as shared during both Public Open House Meetings, Walker representatives do not recommend the implementation of paid on-street parking at this time. While limited-focus areas of peak capacity do exist during peak demand periods, we support the immediate need for consistent enforcement of the two-hour parking zones, to include the extended hours of operation discussed earlier. The results of a more consistent enforcement program with the use of digital tire chalking should have a reasonable impact on areas of use and premium curbside parking turnover.

As redevelopment continues to reshape the downtown landscape, and new parking demand reduces the amount of on-street parking availability, we recommend the City implement a paid parking program which charges a premium for curbside access while pushing more parking to the free off-street public parking locations. Revenues generated from the on-street system will help fund and maintain the off-street parking initiatives.

[1] Additional public parking spaces may be realized with this development opportunity should the Residence Inn by Marriott meet its parking demand needs through an alternate site location.

DATE: December 8, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Vanessa Castillo, MMC, City Clerk

SUBJECT: Certification of the December 2, 2025, City of Winter Haven Run-Off Election

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BACKGROUND

The City of Winter Haven 2025 Run-Off Election for City Commission Seat No. 4 was held on Tuesday, December 2, 2025.

Seat No. 4 is currently occupied by Commissioner Dantzler.

Since no candidate received a majority (of at least 50% plus 1) of the votes cast in the November 4, 2025, Regular Election, a Run-off Election was necessary (City of Winter Haven Code of Ordinances - *Chapter 2 Article V. - Elections - Section 2-145 Manner and Method of Elections).*

ELECTION RESULTS: The total number of ballots cast for Seat No. 4 are as follows. This includes the provisional ballots reviewed and accepted by the Canvassing Board at their December 5, 2025, Meeting.

Seat No. 4

Candidate	Votes Received	Percent
Matthew Crowley	1,498	46.62%
Chad Davis	1,715	53.38%

Canvassing Board Members for this election consisted of Mayor Birdsong, Mayor Pro Tem Yates, Commissioner Dantzler, Commissioner Mercer, and Commissioner Dollison.

On November 25, 2025 at 11:30 a.m., at the Supervisor of Elections (SOE) Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida, a *Logic and Accuracy Test* was performed, which determined that the voting equipment and/or devices were properly programmed and in working order. Only one member of the Canvassing Board needed to be present, therefore Mayor Birdsong attended.

On Monday, December 1, 2025, at 11:30 a.m. at City Hall, 451 Third Street, NW in the John Fuller Auditorium, the Canvassing Board members Mayor Birdsong, Mayor Pro Tem Yates, Commissioner Dantzler, and Commissioner Dollison met to *authorize the City Clerk to prepare vote by mail ballots*

received at the SOE Operations Center for processing on Election night. At this meeting, Mayor Pro Tem Yates was selected again as the Chair to the Canvassing Board.

On Tuesday, December 2, 2025, at 5:00 p.m., the Canvassing Board, consisting of Chairperson Yates, Mayor Birdsong, Commissioner Dantzler, Commissioner Mercer, and Commissioner Dollison met at the SOE Operations Center to canvass vote by mail and provisional ballots and review the unofficial results of the election. Also present were City Attorney Murphy, City Clerk Castillo, and Deputy City Clerk Harris.

On Friday, December 5, 2025, at 10:00 a.m., a quorum of the Canvassing Board, consisting of Mayor Birdsong, Commissioner Dantzler and Commissioner Mercer, met at City Hall in the John Fuller Auditorium to certify the election. They accepted 1 provisional ballot and 1 cure ballot, which were incorporated in the above-referenced totals and certified the final results. They also met to randomly select a precinct (# 325 – Samson Masonic Lodge) for a Post-Election Certification Voting System Audit (aka Post Election Audit), which is required by law according to applicable Florida Division of Elections Rules and Regulations. This audit will be held at the SOE Operations Center on Tuesday, December 9, 2025, at 11:00 a.m.

Commissioner-Elect Chad Davis will be sworn in at the Regular City Commission Meeting on Monday, January 12, 2026, at 6:00 p.m.

In compliance with the City of Winter Haven Charter *(Section 63)*, the attached Certification of the Canvassing Board is hereby transmitted to the City Commission for approval.

FINANCIAL IMPACT

There is no financial impact of this item.

STRATEGIC PLAN ALIGNMENT

This item is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Responsible Government Pillar.

RECOMMENDATION

Staff recommends the City Commission approve the Certification for the December 2, 2025, Run-Off Election.

ATTACHMENT

- 2025 Municipal Run-Off Election - Certificate of the City Canvassing Board (Seat No. 4)

City of Winter Haven
2025 Municipal Run-Off Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler, Tracy Mercer, and Clifton E. Dollison, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **2nd day of December 2025**, to canvass the votes given for the **City of Winter Haven Municipal Run-Off Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **5th day of December 2025**, to certify the votes given for the **City of Winter Haven Municipal Run-Off Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Municipal Run-Off Election** held on the **2nd day of December 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 4 – The total number of votes cast for this seat was **3,218** (provisional/cured ballots accepted by the Canvassing Board included) of which:

Matthew Crowley	received **1,498** votes	46.62%
Chad Davis	received **1,715**votes	53.38%

_____
Mayor Nathaniel J. Birdsong

_____
Mayor Pro Tem Brian Yates

_____
Commissioner Bradley T. Dantzler

_____
Commissioner Tracy Mercer

_____
Commissioner Clifton E. Dollison

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

DATE: November 25, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Director of Economic Opportunity and Community Investment
Cedric Cox, Asst. Director of Economic Opportunity and Community Investment

FROM: Nancy Hurley, Affordable Housing Compliance Manager

SUBJECT: Affordable Housing Incentive Strategies Report

BACKGROUND

The Sadowski Affordable Housing Act, as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes, states that State Housing Initiatives Partnership (SHIP) jurisdictions are required annually to convene the Affordable Housing Advisory Committee (AHAC) to review their current incentive strategies; complete an Affordable Housing Incentive Strategies Report which allows recommendations to be made to the local governing body; and, transmit the report to Florida Housing Finance Corporation (FHFC).

The AHAC convened on September 15, 2025 to formally complete the review of existing incentive strategies and make recommendations regarding implementation of new strategies. The committee recommended adoption of ten strategies, eight without modifications and two with actions recommended. One strategy was not recommended for adoption pending further research by staff for potential implementation.

The two recommended modifications are as follows:

Incentive E – Accessory Dwelling Units

> The AHAC recommends that the City modify its Land Development Code to allow for multiple water and electric meters for single family lots on which there is an accessory dwelling unit.

Incentive G – Flexible Lot Configuration

The AHAC recommends that the City modify its Land Development Code to identify affordable housing, including tiny homes, as a specific criterion that is eligible for Planned Unit Development (PUD) zoning classification.

The AHAC conducted a statutorily required public meeting on December 1, 2025 at 5 p.m. to receive public comment and consider formal adoption of the 2025 Affordable Housing Incentives Report and its consideration by the City Commission. The AHAC voted unanimously to present this to the City Commission.

A notice was published in the Winter Haven Sun on November 19, 2025 to offer the final draft of the Incentive Plan for public review and comment.

FINANCIAL IMPACT

There is no direct financial impact to the City associated with this item. However, if the Affordable Housing Incentive Strategies Report is not transmitted to FHFC annually, the City's future SHIP allocations may be withheld.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.1 - Take a strategic, creative, and locally-specific approach to maximize the availability of attainable housing opportunities.
- **Strategy:** 2.1.4 - Ensure all available Local Housing Assistance Plan strategies are implemented annually.

RECOMMENDATION

Staff recommends the City Commission accept the Affordable Housing Incentive Strategies Report and authorize the City Manager, or his designee, to transmit same to the Florida Housing Finance Corporation.

ATTACHMENTS

- Affordable Housing Incentive Strategies Report
- Affidavit of Publication - Winter Haven Sun Notice of Public Meeting

CITY OF WINTER HAVEN
AFFORDABLE HOUSING INCENTIVES REPORT
BY
WINTER HAVEN AFFORDABLE HOUSING ADVISORY COMMITTEE

1. BACKGROUND

The Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420.9076 of the Florida Statutes (the Statute) requires the development of a Local Housing Assistance Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Chapter 420.9076(4) requires that the Affordable Housing Advisory Committee (AHAC) shall meet annually to review established policies and procedures, ordinances, land development regulations, and the adopted local government comprehensive plan and shall recommend specific actions or initiatives to encourage or facilitate affordable housing. The AHAC shall submit an annual report to the local government and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program which includes recommendation on the implementation of affordable housing incentives, listed below in Section 2 of this report. This report serves as the 2025 Affordable Housing Incentives Report (the Report) for the City of Winter Haven, Florida.

The City of Winter Haven's AHAC members are appointed by the City Commission to serve two-year terms on the committee with the option to be re-appointed after the expiration of the initial term. The Statute provides guidance as to how the AHAC Committee is formed. The City, in adherence to this Statute, has established the following.

Board Composition

The City's AHAC currently has ten (10) members, nine (9) of whom serve in one of the eleven statutorily defined categories below, plus one elected official.

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The AHAC committee met on March 3, 2025 and June 2, 2025 to formally review policies, ordinances, land development regulations, and the comprehensive plan as it relates to the

affordable housing incentives provided for in Chapter 420.9076(4), and as summarized below. On September 15, 2025 the AHAC formally completed their review and instructed staff to prepare the Report.

After careful review and consideration, the AHAC determined the following:

Existing local policies and procedures, ordinances, land development regulations, and the comprehensive plan are sufficient with respect to the following incentives:

Incentive A – Expedited permitting
Incentive B – Allowable fee waivers
Incentive C – Density flexibility
Incentive D – Reservation of infrastructure
Incentive F – Parking and setback reductions
Incentive H – Street requirements modifications
Incentive I – Ongoing review of policies, procedures, ordinances, and regulations
Incentive J – Inventory of public lands suitable for affordable housing
Incentive K – Support of development near transportation hubs, job centers, and mixed-use development

It is the recommendation of the AHAC that the City's Land Development Code be modified with respect to the following incentives.

Incentive E – Accessory dwelling units

The AHAC recommends that the City modify its Land Development Code to allow for multiple water and electric meters for single family lots on which there is an accessory dwelling unit.

Incentive G – Flexible Lot Configuration

The AHAC recommends that the City modify its Land Development Code to identify affordable housing, including tiny homes, as a specific criterion that is eligible for Planned Unit Development (PUD) zoning classification.

At a duly noticed public meeting of the AHAC on December 1, 2025, the committee reviewed the final Report, provided opportunity for public comment, and, with a quorum present, voted to transmit the Report to the City Commission for adoption and transmittal to the Florida Housing Finance Corporation.

2. PURPOSE

The purpose of this Report is to document the deliberations and recommendations for monetary and non-monetary incentives, targeting regulatory reform with respect to affordable housing, including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations are designed to encourage or facilitate affordable housing while protecting the ability of properties to appreciate in value. The Report encompasses the specific recommendations of the AHAC for the 2025 annual Report, and were placed on the December 8, 2025 City Commission agenda for a public hearing during regular session. This Report details existing city housing-related policies, procedures, and regulations with respect to affordable housing incentives.

Listed below are the eleven incentives that are required to be reviewed. Those incentives adopted by the City have been noted.

A. Expedited Permitting **(Adopted Required Incentive)**
B. All allowable fee waivers provided for development of construction of affordable housing **(Adopted)**
C. Density Flexibility (**Adopted**)
D. Reservation of Infrastructure **(Adopted)**
E. Accessory Dwelling Units **(Adopted)**
F. Parking and Setback Reductions (**Adopted**)
G. Flexible Lot Configuration **(Adopted)**
H. Street Requirements Modifications
I. Ongoing review of Policies, Procedures, Ordinances, and Regulations **(Adopted Required Incentive)**
J. Inventory of public land suitable for affordable housing **(Adopted)**
K. Support of development near transportation hubs, job centers, and mixed-use development **(Adopted)**

3. AFFORDABLE HOUSING INCENTIVES

INCENTIVE A: Expedited Permitting (Adopted: Required Incentive)

Permits as defined in s.163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 2.2.3

Policy 2.2.3: Implement a streamlined review and permitting process for those developers who commit to building a minimum of ten percent (10%) of the housing units in a development as affordable units as defined by the Lakeland/Winter Haven MSA.

Land Development Code: Section 21-464 – Expedited Review of Affordable Housing

To facilitate development of affordable housing within the City, any request providing for the provision of affordable housing, as defined by Section 163.3177(6)(f)(3) of the Florida Statutes, shall be entitled to the incentives offered below.

(a) Expedited Review. Any development identified as providing affordable housing, and requiring an action, as set forth in Chapter 21 of the Code of Ordinances, by the Planning Commission, City Commission, or Development Special Magistrate, shall follow an expedited schedule for hearing.

Process:

The City of Winter Haven's Affordable Housing Compliance Manager will notify all required reviewers, including but not limited to the Planning Division, Building Division, Fire, Natural Resources, Public Works, Police, Utilities and Engineering of any qualified SHIP and/or affordable housing projects.

Any formal permit application, including but not limited to Development Review Committee Review, Plan Review, or Building Permit application shall be marked as AFFORDABLE HOUSING and prioritized for immediate review.

SHIP projects that require bidding and procurement shall be marked as AFFORDABLE HOUSING and prioritized for immediate review and disbursement.

Any applications received requiring an action by the Planning Commission, City Commission, or Development Special Magistrate shall be marked as AFFORDABLE HOUSING providing for expedited review and scheduling at the next available meeting date.

Recommended action: No modifications recommended at this time.

INCENTIVE B: Allowable Fee Waivers/ Ongoing Review Process (Adopted)

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption and reduction or elimination of financial and regulatory barriers.

Policy: Comprehensive Plan, Housing Element, Policy 2.2.2

Policy 2.2.2: Periodically review the City's impact fees to ensure that they are not resulting in an obstacle to the provision of affordable housing units. When it has been determined that there is a shortage in affordable housing, consider waiving or reducing impact fees to promote the development of affordable housing.

Land Development Code: Section 21-464(b) - Reduced fee.

Any development identified as providing affordable housing shall be subject to reduced or waived application fees in accordance with the following:

(1) If one-hundred percent (100%) of the proposed units meet the definition of affordable, all application fees shall be waived.
(2) If a minimum of sixty percent (60%) of the proposed units meets the definition of affordable, seventy-five percent (75%) of all application fees shall be waived.
(3) If up to sixty percent (60%) of the proposed units meet the definition of affordable, fifty percent (50%) of all application fees shall be waived.

Process:

Prior to adoption of any new ordinance, procedure, regulation or plan, the City will consider the impact on the cost of housing pursuant to the Objective 1.1 and related policies of the Housing Element of the City's Comprehensive Plan.

The Core Improvement Area within the City of Winter Haven was established for the purpose of waiving certain City and County impact fees, excluding city water and sewer utility Connection Fees. In the Core Improvement Area, the City waives Police, Fire, Library, Parks and Recreations, and Transportation Impact Fees. The County waives impact fees on Schools, Jails, Emergency Medical Services (EMS), and Transportation. For affordable housing, locating in the City's Core gives residents better access to transit, medical services, recreational facilities, as well as educational and employment opportunities.

Application fees for affordable housing are waived pursuant to Section 21-464(b) of the Land Development Code, noted above.

Recommended action: No modifications recommended at this time.

INCENTIVE C: Density Flexibility (Adopted)

Provide for a variety of housing types and densities as alternatives to single-family housing.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.5

Policy 1.1.5: Work with the housing industry, on creating incentives, to provide a variety of housing types and options, from which the City's residents to choose. Ensure that land development regulations and zoning do not create barriers to the construction of alternatives to single-family detached housing such as condominiums, townhouses, apartments, loft apartments, and accessory residential units**.**

Land Development Code: Section 21-32(A) – Zoning District Tables

The Table of Land Uses found in Section 21-32(A) of the Land Development Code detail a variety of housing types and densities that are available within numerous zoning districts, including provision for various housing types within Mixed Use and Commercial zoning districts.

Process:

The Land Development Code will be reviewed annually to identify any limitations based on density or housing type that may be restrictive to the development and construction of affordable housing.

Recommended action: No modifications recommended at this time.

INCENTIVE D: Reservation of Infrastructure (Adopted)

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.4, Policy 1.3.2

Policy 1.1.4: Ensure that sufficient, properly zoned land, with adequate infrastructure is available to meet the City's projected housing needs, thru 2035.

Policy 1.3.2: Survey infrastructure conditions, annually, to establish the existence of adequate service to vacant residential sites. Within older residential areas, annually complete capital projects to upgrade water, sewer, sewer, mobility, drainage, lighting, and recreation facilities to meet current adopted level of service standards.

Land Development Code: Section 21-315(c) – Allocation of municipal services

Affordable housing projects, as defined by Chapter 163.3177(6)(f)(3) F.S. shall receive capacity reservations upon formal submittal of a site plan to the City for review in accordance with procedures established in Section 21-439 of this Code. Capacity reservations for affordable housing projects shall be prioritized over all other development types, and shall remain in place for up to thirty-six (36) months from the time of reservation.

Recommended action: No modification recommended at this time.

INCENTIVE E: Accessory Dwelling Units (Adopted)

Ensure that there is ample opportunity for the construction of affordable accessory dwelling units.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.3.6

Policy 1.3.5: Revise the land development regulations to allow for greater use of accessory residential units as an alternative, low impact, housing option in place of developing traditional single-family and multi-family units.

Land Development Code: Section 21-32(A) Zoning District Summary Tables

The Table of Land Uses specifies that Accessory Dwelling Units are a permitted use within all residential and mixed-use zoning districts.

Process:

Land development regulations shall be reviewed annually and modified as necessary to ensure accessory dwelling units are encouraged and not unduly restricted. Accessory dwelling units are a permitted use within all residential zoning districts.

Recommended action: The AHAC recommends that the City modify its Land Development Code to allow for multiple water and electric meters for single family lots on which there is an accessory dwelling unit.

INCENTIVE F: Parking and Setback Reductions (Adopted)

No relevant Comprehensive Plan policy

Land Development Code: Table 21-142(A) – Required Number of Parking Spaces

Table 21-142(A) of the Land Development Code dictates that Affordable Housing, as defined by Chapter 163.3177(6)(f)(3) F.S., may reduce their required number of parking spaces to 1.5 spaces per dwelling unit.

Recommended action: No modification recommended at this time.

INCENTIVE G: Flexible Lot Configuration (Not Currently Adopted)

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.3.4.

Policy 1.3.4: Maintain land development regulations that encourage infill development and other patterns of compact urban growth by allowing for zero lot-line development, accessory units, floor area deduction, and smaller lot sites.

Recommended action: The AHAC recommends that the City modify its Land Development Code to identify affordable housing, including tiny homes, as a specific criterion that is eligible for Planned Unit Development (PUD) zoning classification.

INCENTIVE H: Street Requirements Modifications (Not Currently Adopted)

Recommended action: No modifications recommended at this time.

INCENTIVE I: Method for Review of Processes, Procedures, Ordinances and Regulations (Adopted Required Incentive)

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.2

Policy 1.1.2: Continue to evaluate and amend land development regulations to eliminate impediments to development, which would inordinately increase housing costs or eliminate the profit motive of the private sector.

Process:

Annually, and in coordination with the development of the AHAC report, the AHAC and City staff shall review processes, procedures, ordinances and regulations and recommend any necessary modifications.

Recommended action: No modifications recommended at this time

INCENTIVE J: Land Bank Inventory (Adopted)

The City's Department of Economic Opportunity and Community Investment shall maintain a list of City owned parcels suitable of affordable housing and work to identify privately owned parcels that may be utilized for affordable housing.

Policy: 2025 Comprehensive Plan, Policy 1.3.1

Policy:1.3.1 Continue to track vacant residential parcels in the City. Include information on size, location, physical characteristics, access, utilities, zoning, and ownership.

Process:

City staff shall regularly update the list of City owned parcels suitable for affordable housing and work with private land owners to identify and encourage development of affordable housing.

Recommended action: No modifications recommended at this time.

INCENTIVE K: Support of development near transportation hubs, job centers, and mixed-use development (Adopted)

The City's Comprehensive Plan and Land Development Code are crafted to provide for a mix of uses as well as residential development near non-residential nodes.

Policy: 2025 Comprehensive Plan, Policy 1.1.10, Policy 1.9.3, Policy 1.3.4, Policy 1.3.5, Policy 1.3.6

Policy 1.1.10: Coordinate with the TPO, Polk Transit Authority (PTA), and FDOT to establish strategies to reduce reliance on single occupancy automobile trips such as encouraging large employers to develop commuter assistance incentives for employees that carpool/vanpool, and/or utilize transit or non-motorized modes for commuter trips.

Policy 1.9.3: Support PTA applications for Federal or State grant programs and service developments which enhance transit ridership including amenities such as shelters and/or applications for funding of multi-modal connections, including facilities such as park and ride lots or remote parking areas with shuttle/express services for employees.

Policy 1.3.4 (Regional Mixed Use Hub), Policy 1.3.5 (Neighborhood Mixed Use Hub), Policy 1.3.6 (Neighborhood Support): These policies of the Future Land Use Element establish land use districts that provide for a mix of uses and development near transportations services and jobs.

Land Development Code: Section 21-32 – Zoning District Summary Tables

The Table of Land Uses was amended to allow multi-family residential as a permitted use within the Commercial Highway (C-3) zoning district.

Process: City staff regularly reviews and update the Comprehensive Plan and Land Development Code to ensure that there is adequate residential property located near employment centers and other non-residential uses.

Recommended action: No modifications recommended at this time.

AFFIDAVIT OF PUBLICATION

Winter Haven Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. 12/8 SHIP PUBLIC HEARING

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority personally appeared Anita Swain, who on oath says that she is the Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida, and that the attached copy of advertisement, being a Public Notice, was published in a newspaper by print in the issues of Polk Sun on:

November 19, 2025

Affiant further says that the newspaper complies with the legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me this 19th day of November 2025 by Anita Swain, who is personally known to me or who has produced as identification

Barbara Rakoczy, Clerk, Notary Number: #HH 646846
Notary expires: March 10, 2029

00035482 00197662

Vanessa Castillo
CITY OF WINTER HAVEN
451 3rd Street NW
Winter Haven, FL 33881

Notary Public State of Florida
Barbara A. Rakoczy
My Commission HH 646846
Expires 3/10/2029

PUBLIC NOTICE
CITY OF WINTER HAVEN

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
LOCAL HOUSING INITIATIVES STRATEGIES REPORT 2025

A PUBLIC HEARING WILL BE HELD MONDAY, DECEMBER 8, 2025 AT 6:00 P.M. FOR THE ADOPTION OF CITY OF WINTER HAVEN DEPARTMENT OF ECONOMIC OPPORTUNITY AND COMMUNITY INVESTMENT STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING INCENTIVE STRATEGIES REPORT 2025

The City of Winter Haven's Department of Economic Opportunity and Community Investment Department will hold a public hearing on Monday, December 8, 2025 during the regular session of the City Commission Meeting to approve and adopt the recommendations of the Affordable Housing Advisory Committee (AHAC) incentive strategies in accordance with F.S. Sec. 420.9076 (4) and as outlined in the SHIP Administrator's Guidebook. The public hearing will be held at City Hall, John Fuller Auditorium, 451 Third Street NW, Winter Haven, FL 33881.

The AHAC, as established in F.S.Section 420.9076 (2), met on several occasions to review, discuss, and make recommendations on the incentives. Afterwards, a draft report was prepared. On December 1, 2025 the AHAC reviewed and approved the Draft Incentive Strategies Report to be published to receive comments prior to the December 8, 2025, Public Hearing whereby the City Commission will approve and adopt the same. The report is available for review and comments through December 8, 2025 at www.mywinterhaven.com

For information about this public meeting or to obtain a copy of the report, contact: Nancy Hurley, Affordable Housing Compliance Manager, between the hours of 8 a.m. and 5 p.m. at Winter Haven City Hall, 451 Third Street NW, Winter Haven, FL 33881, call (863) 291-5600 extension 2105, or email: nhurley@mywinterhaven.com 11/19/25. 197662