WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, October 14, 2024, 6:00 p.m.

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

---

1. **CALL TO ORDER** - Nathaniel J. Birdsong, Jr., Mayor

2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

3. **INVOCATION** - Father Andy Doan, Solid Rock Anglican Church

4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk

5. **PRESENTATIONS**

5.A **"Red Ribbon Week" Proclamation - Wally Gallart, Unit Commander - Mid-Florida Eagles, Young Marines**

Staff Contact: *LaTonya Harris, City Historian & Archivist | Deputy City Clerk, lharris@mywinterhaven.com*

Proclamation

5.B **"Dr. Jessie Davis Owens' Day" Proclamation - Dr. Jessie Davis Owens**

Staff Contact: *LaTonya Harris, City Historian & Archivist | Deputy City Clerk, lharris@mywinterhaven.com*

Proclamation

5.C **"Safe Sleep Awareness Month" Proclamation - Amy Beascoechea, CD (GROW/BEAM) Doula Coordinator/Social Media Manager, Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc.**

Staff Contact: *LaTonya Harris, City Historian & Archivist | Deputy City Clerk, lharris@mywinterhaven.com*

Proclamation

5.D **"Greenways and Trails Month & Mobility Week" Proclamation - Katie White, Parks, Recreation & Culture Project Lead**

Staff Contact: *Katie White, Project Lead, kwhite@mywinterhaven.com*

Proclamation

5.E **"Community Planning Month" Proclamation - Eric Labbe, Economic Opportunity &**

Community Investment Director

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

Proclamation

5.F **"City Government Week" Proclamation - Katrina Hill, Director of Public Affairs & Communication**

Staff Contact: *Katrina Hill, Director of Public Affairs & Communication, khill@mywinterhaven.com*

Proclamation

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A **August 21, 2024, Special City Commission Workshop Meeting Minutes**

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

2024-08-21 DRAFT Special City Commission Workshop Meeting Minutes with Link

7.B **August 21, 2024, City Commission Agenda Review Session Meeting Minutes**

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

2024-08-21 DRAFT Agenda Review Session Minutes with Link

8. COMMENTS FROM THE AUDIENCE

9. ORDINANCE(S) - SECOND READING - PUBLIC HEARING

10. CONSENT AGENDA

10.A **2024 Byrne JAG Local Grant**

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

Summary Report - Byrne Grant Purchase
Dana Safety Supply Sales Quote
Award Allocation

10.B **Urban Forestry Advisory Board (UFAB) Member Appointments**

Staff Contact: *Brittany Hart, Public Works Director, bhart@mywinterhaven.com*

Summary - Urban Forestry Advisory Board Member Appointments
UFAB - Board Application - Joseph Hovsepian
UFAB - Board Application - Zach Strang

11. RESOLUTION(S)

11.A **R-24-39 - Request by Highland Cassidy LLC. to vacate an unimproved 12.5-foot north/south right-of-way as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A Public Records of Polk County Florida**

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

Summary - Resolution R-24-39
R-24-39

11.B **R-24-40 - Request by Highland Cassidy LLC. to vacate an unimproved 12.5-foot east/west right-of-way as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida**

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

Summary - Resolution R-24-40
R-24-40

11.C **R-24-44 - CRA Board Member Appointments**

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

Summary - R-24-44 CRA Board Appointments
R-24-44 - CRA Board Appointments
Application from Maxie Hunter
Reappointment for James Threlkel

11.D **R-24-45 - Approving a First Amended Sublease/Use Agreement with Civil Air Patrol**

Staff Contact: *Vance Monroe, Chief of Police, vmonroe@mywinterhaven.com*

Summary Report - Resolution R-24-45 Civil Air Patrol Lease
R-24-45
First Amended Sublease/Use Agreement

11.E **R-24-48 - Continuation of the Declaration of Local State of Emergency / Hurricane Milton**

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

R-24-48

12. ORDINANCE(S) - FIRST READING

12.A **O-24-45 - Request by Claussen Trust to assign Neighborhood Support Future Land Use to an annexed parcel. (2400 Avenue E, SW)**

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

Summary - Ordinances O-24-45 and O-24-46
O-24-45

12.B **O-24-46 - Request by Claussen Trust to assign Commercial- Highway (C-3) zoning district to an annexed parcel. (2400 Avenue E, SW)**

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

Summary - Ordinances O-24-45 and O-24-46
O-24-46

12.C **O-24-47 - Request by AdventHealth Polk North, Inc. to amend Planned Unit Development Ordinance O-22-54. (6945 Cypress Gardens Boulevard)**

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

Summary - Ordinance O-24-47
O-24-47

13. NEW BUSINESS

13.A **P-24-01-C - PUBLIC HEARING - Request by Harold R. Baxter and HRB Industrial Park, LLC for Conditional Use Approval for airports/aviation uses in the Industrial- Light (I-1) zoning district. (4900 Dundee Road)**

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

Summary - Case Number P-24-01-C
P-24-01-C Order

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.

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, The City of Winter Haven, Florida is committed to a healthy lifestyle of its citizens and desires to ensure their quality of life: and

WHEREAS, communities across Polk County have been plagued by the numerous problems associated with illicit drug use and trafficking; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug reduction, coupled with the hard work and determination of organizations such as the Mid-Florida Eagles of the Young Marines and the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration (DEA) agent who was murdered in the line of duty, and represents the belief that one person can make a difference: and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23 through 31 has been designated *National Red Ribbon Week*, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 23 through 31, 2024, as

"Red Ribbon Week"

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October 2024.



Nathaniel J. Birdsong Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, Dr. Jessie Davis Owens is a Winter Haven/ Florence Villa native. She was born on October 3, 1945 and has 1 sister, Mrs. Bettie Davis ConWay. She graduated from Jewett High School in 1963 and is married to Reverend Alvin L. Owens; and

WHEREAS, Dr. Owens has been a music educator in the Winter Haven area for more than 50 years. She retired as a choral director from Polk County Public Schools (PCPS) after 42 years and has served as an adjunct professor of music at Florida Agricultural and Mechanical University (FAMU) and Polk State College (PSC); and

WHEREAS, Dr. Owens, who holds a doctorate degree, also is the founder and artistic director of the Sankofa Chorale, a musical group that performs various genres of music in support of African-American culture; and

WHEREAS, Dr. Owens, founded The Dr. Jessie Owens Academy of Fine Arts in October 2012. The Academy is located at 1708 Second Street NE in Winter Haven. It offers musical education to low-income students in the public school system, primarily to students who aren't able to get this type of education in their own schools extending music education to those in the community who cannot afford a traditional music education. Her motto is: "Transforming Lives through Arts"; and

WHEREAS, Dr. Jessie Davis Owens will be inducted into The Polk Arts & Cultural Alliance Hall of Fame during a ceremony on October 15, 2024 at Nora Mayo Hall in Winter Haven.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 15, 2024 as

"Dr. Jessie Davis Owens' Day"

in the City of Winter Haven and urge all citizens to join in to recognize and help celebrate this important milestone for Dr. Owens.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October, 2024.

WINTER HAVEN FLORIDA CORPORATE SEAL

Nathaniel J. Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, Sudden Unexpected Infant Death (SUID) is heartbreaking and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, local and national agencies such as Children's Home Society (CHS), Florida Department of Health in Polk County (DOH), Healthy Start Coalition, Winter Haven Women's Hospital, Safe Kids Suncoast Coalition, and their partnering agencies educate Polk County residents on safe sleep practices; and

WHEREAS, the City of Winter Haven recognizes that infant unsafe sleeping is a public health issue in Winter Haven and across the county, and together we can help by ensuring any person caring for a baby is using safe sleep practices.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim the month of October, 2024, as

"Safe Sleep Awareness Month"

in the City of Winter Haven extend their continued support for the efforts of local agencies to promote safe sleep practices in Polk County.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October, 2024.



Nathaniel J Birdsong Jr

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, greenways and trails provide Florida and Winter Haven residents and visitors of all ages and abilities with year-round access to a wide variety of free health and fitness opportunities and encourage use of alternative, energy-saving forms of transportation; and

WHEREAS, Winter Haven provides over 14 miles of trails and connections in and around our City; and

WHEREAS, community-based partnerships are essential to the success of Winter Haven's and Florida's Trail System and many public and private organizations are actively involved with projects that are connecting Florida's communities with greenways and trails; and

WHEREAS, Winter Haven supports additional local and regional expansions of our multimodal transportation system which bring benefits in the form of economic, health, alternative transportation and connection to our communities; and

WHEREAS, along with the Florida Department of Transportation, Winter Haven will also be celebrating Florida *Mobility Week* October 25, 2024 through November 2, 2024; and

WHEREAS, celebrating *Greenways and Trails Month and Mobility Week* are just a few examples of why Winter Haven and Florida are such great places to live, work and play.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize October 2024, as

"Florida Greenways and Trails Month and Mobility Week"

in the City of Winter Haven and encourage all citizens to learn about our transportation options and enjoy our local, County and State greenways and trails.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October, 2024.

WINTER HAVEN, FLORIDA
CORPORATE SEAL

Nathaniel J. Birdsong, Jr.

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the month of October is designated as *National Community Planning Month* throughout the United States of America and its territories; and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse *National Community Planning Month* as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of *National Community Planning Month* gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Winter Haven; and

WHEREAS, we recognize the many valuable contributions made by the professional planners of the City of Winter Haven and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize October 2024 as

"Community Planning Month"

in the City of Winter Haven in conjunction with the celebration of *National Community Planning Month.*

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October, 2024.



Nathaniel J. Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 21 through 27, 2024, as

"Florida City Government Week"

in the City of Winter Haven and encourages all citizens, city government officials and employees to participate in events that recognize and celebrate *Florida City Government Week*. The City of Winter Haven encourages educational partnerships between city government and schools, as well as, civic groups and other organizations. The City of Winter Haven also supports and encourages all Florida city governments to actively promote and sponsor *Florida City Government Week*.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 14th day of October, 2024.



Nathaniel J. Birdsong, Jr.

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

SPECIAL CITY COMMISSION WORKSHOP MEETING MINUTES

DATE: Wednesday, August 21, 2024, 5:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:de86f352-5538-421d-ae9c-921497e64198
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 5:01 p.m.

2. ROLL CALL - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel J. Birdsong, Jr.; Mayor Pro Tem Brian Yates; Commissioner Bradley T. Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton E. Dollison.

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Winter Haven Regional Airport Director Troy Heidel; and Winter Haven Water Assistant Director Mark Bombard (in Director Gary Hubbard's absence).

3. DISCUSSION – UTILITY CONNECTION FEES WORKSHOP - First Meeting to discuss Ordinance O-24-42 regarding the water and wastewater connection fee study and extraordinary circumstances necessitating the need to exceed Phase-In Limitations in Florida Statute.

A. Discussion on Amending Schedule of Water and Sewer Connection Fees

City Manager Stavres reported that two Workshop Meetings would be held regarding this item, with the second one to be held on September 4, 2024 at 5:00 p.m. He have an overview of this item and explained the reason for the Special City Commission Workshop Meeting which was to discuss the extraordinary circumstances necessitating increasing City water and sewer connection fees which exceed the Phase-In Limitations in Florida Statute, if applicable, based on a recent Study performed by Raftelis Financial Consultants, Inc. ("Raftelis") dated August 14, 2024 ("Raftelis Study") . He noted that City water and sewer connection fees were not necessarily considered impact fees as set forth in the Florida Impact Fee Act codified in Section 163.31801 of the Florida Statutes but that the City was following a "belt and suspenders" approach to make sure that if there was any challenge to the increase of City water and sewer connection fees, that the City was prepared. He said that the City had relied on the help of Raftelis for many years and that Joe Williams from Raftelis would be presenting this evening. He also let the Commission know that there was a packet within their Regular City Commission Meeting agenda under Item 12E (Exhibit A) which was the Raftelis Study and explained the item further.

Mr. Williams showed a *Utility Connection Fee Workshop* PowerPoint *(see link/attached)* and went over each of the slides in more detail.

PRWC COST ESTIMATES AND ASSUMPTIONS (slide)

Mr. Williams explained this slide in more detail.

DRAFT

Commissioner Dantzler asked about the 36.5% financing cost. Mr. Williams said that for financing, a variety of different loans and sources were being looked at, from Water Infrastructure Finance and Innovation Act (WIFIA) loans to revenue bonds to State Revolving Fund (SRF) loans, and based on the estimated average costs, there would have a 4% interest rate and average term of 30-35 years, which he explained further. Discussion ensued.

Commissioner Dantzler asked for clarification on the information under the Phase I column. Mr. Williams explained that if the interest cost of the debt service were added in, it would be higher than the $470 million to pay for the Polk Regional Water Cooperative (PRWC) and that the 36.5% was a discounted number. City Manager Stavres pointed out that the Winter Haven portion of that was based upon proportionate share of the yield of the Southeast Wellfield Project and that the $344,678,593 Buildout costs were low, which he explained further. Assistant Winter Haven Water Director Mark Bombard confirmed that the Southeast Wellfield Project was at 90% and said that the $344,678,593 was based on a 60% estimate received yesterday and explained in more detail. Discussion ensued. City Manager Stavres said that ultimately, the City was recommending water and sewer connection fees that were based upon the best information had at the time calculated, but understood that the costs of projects could escalate during the time at which the water and sewer connection fees were in place, which he explained further. He said that of the net total cost of $470 million, the City of Winter Haven's proportionate share for the PRWC alternative water supply project was approximately $47.6 million over the relevant time period. Discussion ensued.

Mr. Williams said that much time was spent understanding and reviewing what other municipalities that Raftelis worked with have done regarding water and sewer connection fees in Polk County so they were using it consistently, so the City was not going to be different than other utilities who are a part of the PRWC, but that it was based on a level of assumptions that would be consistent. He added that Raftelis felt comfortable with the result and recommendations as set forth in the Raftelis Study.

WATER CONNECTION FEE CALCULATION (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres asked the Commission to keep in mind when cost per gallon was discussed, it was not just about remaining capacity, but also how dependent was the City of Winter Haven as a community upon water that comes from the PRWC. He noted that some members of the PRWC were going to require significantly more water than Winter Haven. The City's take on that at 1.5 MGD was to blend that with water we already have, that could lower the cost per gallon overall expense, which he explained in more detail. He also discussed the 275 gallons per day level of service and said it would also be discussed at the subsequent Agenda Review Session Meeting this evening. There would be an Ordinance recommending that the present 350 gallons per day level of service go down to 275 gallons per day to reflect an analysis that was done on actual consumption, which he spoke on further.

EXISTING WASTEWATER SYSTEM OVERVIEW (slide)

Mr. Williams explained this slide in more detail.

WASTEWATER CAPITAL IMPROVEMENT PLAN (slide)

Mr. Williams explained this slide in more detail.

WASTEWATER CONNECTION FEE CALCULATION (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres pointed out the level of service of 250 gallons and reminded the Commission that the level of service the City was putting into the home was at 270 and the level of service in consideration of wastewater was slightly less because so much was being lost per day typically in irrigation and watering of outdoor landscape and other similar things, which he explained in more detail. He noted that the revised level of service numbers for water and wastewater would be reflected in an Ordinance for the Commission to consider at the August 26, 2024, Regular City Commission Meeting.

CALCULATED CONNECTION FEES (slide)

Mr. Williams explained this slide in more detail.

LOCAL COMPARISON – CONNECTION FEES (slide)

Mr. Williams explained this slide in more detail and commented that water and sewer connection fees were a moving target.

DRAFT

City Manager Stavres explained this slide was the combined City water and sewer connection fee and that the black areas were for the water side and the green areas were for wastewater or sewer, which he explained further, that also included the fees of various other municipalities. He also said that these were based upon the City's actual costs based upon what the City's capital improvement plan is, which was laid out to meet our needs. It considered what was the City's available capacity in the system today. For costs to expand facilities and accommodate new growth, if they were not paid by new growth, they are paid by existing customers. He emphasized that if development was not going to be required to pay its fair share for its impact on the system, then someone else would need to pay that, which would end up being [current] customers.

Mayor Pro Tem Yates inquired if the City did not approve any more subdivisions, how many homes would that equate to. City Manager Stavres said that once a site plan got approved and platted, the City was allocating water and sewer needs and vesting in accordance with the City's concurrency management system so that it was not overcommitted. He discussed the remaining capacity within the existing water use permit, level of service, and update to the water use permit with the Southwest Florida Water Management District (SWFWMD) to increase our capacity beyond the needs today, in more detail. He also said that the City had made a change in 2023 to the equivalent residential unit (ERU) assessment for multi- family and explained how many ERUs were charged for single family attached, single family detached, town homes, and larger residential buildings, and multi-family residential and discussed in more detail.

Mayor Pro Tem Yates asked how many units could be built tomorrow based upon current approved subdivisions and plans. Economic Opportunity and Community Investment Director Labbe said this would require more research because there were two parts. One was subdivisions with submitted plans or approved plans that have not been constructed, which he estimated to be around 1,500 to 1,800 available units right now. The other part was vacant lands that had residential zoning where staff would need to evaluate how many vacant acres there were and estimate a density. Discussion ensued regarding the extraordinary growth that the City had been and was experiencing.

City Manager Stavres discussed ERU's as related to commercial properties.

Mayor Pro Tem Yates inquired which municipalities the City had agreements with to provide water interconnections. City Manager Stavres said the City had finalized interlocal interconnect agreements with the Town of Dundee and the City of Haines City, and was in the process of finalizing one with the City of Eagle Lake, City of Lake Alfred and City of Auburndale, who were all members of the PRWC, and explained these agreements in more detail. Mayor Birdsong said that even though the City was planning to apply for an increase for the water use permit, SWFWMD would be required to approve such an increase and that all of the municipalities in Polk County including Polk County who provide public water supply could be capped at the 2025 or 2026 level. This had not been put in writing, but it had been said, and the City of Winter Haven was not at its capacity yet. Mayor Birdsong noted that the money for alternative water supply and other water supply projects would need to be obtained from somewhere, and we would not have a choice but to take the water from alternative water supply projects that was going to be produced. He also discussed this in further detail. Discussion ensued regarding the extraordinary expenses of alternative water supply projects that the City had to participate in in order to meet its water capacity needs.

Mayor Pro Tem Yates said he was in favor of this item, but was trying to map everything out. City Manager Stavres gave a synopsis of the commentary by Mayor Birdsong and a clarification of what had been discussed.

Mayor Pro Tem Yates commented that if this (the increase in City water and sewer connection fees) slowed growth, it was not a bad thing, and explained that it would give the City an opportunity to catch up on infrastructure and harden our systems to make things better due to the unprecedented last eight years of growth.

City Attorney Murphy said that due to the growth the City had experienced over the last several years, the PRWC alternative water supply costs, and the significant improvements that the City needed to make to our wastewater system to accommodate increased capacity, that the Raftelis Study relied on that as extraordinary circumstances necessitating the increase in City water and sewer connection fees beyond the Phase-in Limitations in Florida's Impact Fee Act codified in Section 163.31801 of the Florida Statutes, if that even was applicable. Based on this information, the recommendation from staff and Mr. Williams was to increase the City water and sewer connection fees now all at once rather than phasing it in or limiting it to 25% over a period of years.

Commissioner Dantzler asked if there was a way to get a credit to existing customers who had paid into the system for years because he did not want to make old customers pay. Mr. Williams said they could explore options with City staff and Legal. City Manager Stavres discussed connection fees, impact fees, and how could existing customers be rewarded. Discussion ensued.

City Manager Stavres explained that it was tied to the capacity and not the individual. Capacity and impact did not transfer to the individual and was not portable and gave an example. Commissioner Dantzler said he did not agree with the analogy and explained why. Commissioner Dollison commented he did not know how it could be done.

City Attorney Murphy said that he would not comment on that issue as it related to the setting of such connection fee rates, but from a legal perspective and in the municipal connection fee rate setting context, it was necessary to be equitable and fair and ensure that you are not disproportionally treating one customer differently over another who were similarly situated or within similar classifications of customers, which he explained in more detail. He also said that the City was buying treatment and capacity due to growth and that there were physical things as discussed in the Raftelis Study that demonstrated the City's extraordinary circumstances that it was experiencing in this context. Discussion ensued.

Commissioner Mercer made comments about capacity. She gave the example that current homeowners were paying for the capacity when they bought their homes which was going to have the same capacity no matter who owned it. If a homeowner sold their existing home now and bought another, they would still have to pay for the new capacity. Discussion ensued.

Commissioner Dantzler inquired if Mr. Williams had seen this [type of credit to existing homeowners] done or contemplated before. Mr. Williams said he had not, but they could work with the City Attorney to see if there was any policy. He said it was highly unlikely to lead to a reduced fee, but there could be policies to minimize the upfront burdens, which he discussed further. Discussion ensued.

Commissioner Dollison commented that the City was making a significant leap and that with what was shared, others may need to go up to that level or at least meet that. Discussion ensued.

City Manager Stavres reiterated that what was being proposed was that the City would be the third from the highest in Polk County, where currently we were one of the lowest, which was shown on the slide. Discussion ensued.

City Manager Stavres said that the recommendation for the adjustments in water and sewer connection fees as supported and recommended in the Raftelis Study, which would be presented to the Commission in Ordinance O-24-42 would, if passed, take effect on January 1, 2025 which he discussed in more detail. He pointed out that this was also factoring in the City's needs as of summer 2024 in anticipation of what we look to need to do over approximately the next 5 years of the City's Capital Improvement Projects (CIP) related to the City's Water and Sewer Utility System due to growth.

NEXT STEPS (slide)

Mr. Williams went over the future meeting dates on this slide in detail.

City Manager Stavres added that Ordinance O-24-42 was on the agenda for the August 26, 2024, Regular City Commission Meeting for first reading. In addition, Ordinance O-24-41 specific to City utility user rates, of existing customers, and what they are paying would be on the same agenda, but separately discussed and was not a part of this Special Workshop Meeting. Mr. Williams would do a presentation on that during the subsequent Agenda Review Session Meeting this evening.

4. ADJOURNMENT – 6:03 p.m.

Mayor Birdsong said this Special Workshop Meeting would be adjourned and there would be a 5-minute recess and then we would reconvene for the City Commission Agenda Review Session Meeting.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, August 21, 2024, 6:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:e824ceed-cf4a-45f3-a4d5-b65a14d9ec47
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 6:10 p.m. *(due to the Special City Commission Workshop Meeting ending at 6:03 p.m.)*

2. ROLL CALL - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel J. Birdsong, Jr.; Mayor Pro Tem Brian Yates; Commissioner Bradley T. Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton E. Dollison.

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Police Chief David Brannan; Fire Chief Joe "Sonny" Emery; Human Resources Director Shawn Dykes; Economic Opportunity and Community Investment Director Eric Labbe; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Winter Haven Regional Airport Director Troy Heidel.

5. PRESENTATION(S)

A. "Constitution Week" Proclamation - Andrea Brannon, Regent, Ponce de Leon Chapter Daughters of the American Revolution (DAR)

City Manager Stavres said this would be presented at the August 26, 2024, Regular City Commission Meeting.

There were no questions or discussion.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES - None

8. COMMENTS FROM THE AUDIENCE – N/A

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-24-23 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article VII, Section 21-439 relating to the submittal and review of engineered site plans

B. O-24-32 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article III, Section 21-142 and Chapter 21, Article VIII, Division 3 relating the addition of language supporting the development of affordable housing and clean-up of existing language

City Manager Stavres said that nothing had changed for items 9A and 9B since first reading.

DRAFT

There were no questions or discussion.

10. CONSENT AGENDA

A. Blue Line Aviation Lease Amendment No. 2

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Police Benevolent Association, Inc. and City of Winter Haven Collective Bargaining Agreement - October 1, 2024 through September 30, 2027

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Recommendation of Award, ITB 24-36, Winterset Water Treatment Plant Security Fence Replacement

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Joinder and Consent to Permanent Lift Station Easement Agreement

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Authorization for Travel and Training - Florida League of Cities (FLC) Legislative Policy Committee Meetings (Birdsong, Yates, Dantzler, Dollison, Mercer)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. 2024-25 Resilient Florida Program Grant - Vulnerability Assessment

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

11. RESOLUTION(S)

A. R-24-35 - Request by Forestar (USA) Real Estate Group for final plat approval of the Harmony on Lake Eloise Phase 3A Subdivision

B. R-24-37 - Request by Forestar (USA) Real Estate Group, 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 Two Subdivision

City Manager Stavres gave an overview of items 11A and 11B.

There were no questions or discussion.

C. R-24-38 - Request by The Harbor at Lake Henry LLC for final plat approval of The Harbor at Lake Henry Subdivision Plat

Economic Opportunity and Community Investment Director Labbe gave an overview of this item.

DRAFT

Commissioner Dantzler commented that it appeared that the Harbor at Lake Henry and Willowbrook North projects appeared to have come through at the same time. City Manager Stavres said he believed there was one across the street of this and another down further across from Willowbrook almost across from the Villas at Lake Smart. Discussion ensued.

Commissioner Yates asked if the one sent to the State at the last meeting for approval would be declined by them or would it come back to the Commission for Commission action. Economic Opportunity and Community Investment Director Labbe said it would be evaluated at that time when they were ready for the plat approval and then staff would look at the capacity of Lucerne Park Road. He added that capacity ebbed and flowed, which he explained further. City Attorney Murphy explained the concept of the City's concurrency management system and that it required proportionate fair share agreements and other requirements of the City, which he explained in more detail.

Commissioner Yates inquired if another project came in for a request that involved Lucerne Park Road, would it ultimately still come to the City Commission, Planning Commission, both, or would City staff say there was not capacity. City Attorney Murphy said he did not recommend that we get into hypotheticals, and that there were certain pathways that needed to be followed that were in the Code [of Ordinances] and applicable Florida law that would ultimately govern how matters were presented to the Commission. Economic Opportunity and Community Investment Director Labbe and City Attorney Murphy explained further. Discussion ensued.

Commissioner Dantzler commented that he understood that communities in South Florida were giving people permits guaranteeing water for a limited time, such as for twenty years. Discussion ensued about prepaid capacity, impact fees, water and sewer connection fees paid when a meter was set, permit per residential unit, and total costs.

12. ORDINANCE(S) - FIRST READING

A. O-24-22 - Request by Landmark Investments, Inc. to amend a portion of Planned Unit Development Ordinance O-89-04 (800 Havendale Boulevard)

City Manager Stavres gave an overview of this item and said it had come to the Commission before. He reported that he and City staff had met with Florida Department of Transportation (FDOT) District 1 Secretary L.K. Nandam today and brought this up since this was one of the developments that was intended for transportation concurrency, access, and FDOT roadway improvements when it was first developed in the 1980s, so City staff would work closely with FDOT on this matter.

Commissioner Dantzler asked about the locations of the proposed apartments. Economic Opportunity and Community Investment Director Labbe said it was on page 5 of 5 of the exhibit to the Ordinance. He also pointed to the slide [with the residential and commercial map] and said that the vacant green space was the blue area somewhat behind the existing shopping center. Commissioner Dantzler inquired if they owned the vacant property to the west. Director Labbe said no.

B. O-24-36 - Request by TBBP Holdings, LLC to amend the 2035 Future Land Use Map on a parcel from Neighborhood Support Future Land Use to Neighborhood Suburban Future Land Use

C. O-24-37 - Request by TBBP Holdings, LLC to rezone a parcel from Planned Unit Development (PUD) zoning district to Multi-Family Residential- Low Density (R-3) zoning district

Economic Opportunity and Community Investment Director Labbe gave an overview of items 12A and 12B and said they were companion Ordinances.

There were no questions or discussion.

D. O-24-41 - Amending Schedule R-1 Water, Wastewater and Reclaimed Water Rate Adjustment, Miscellaneous Fees and Charges

City Manager Stavres said this item went along with the water and sewer connection fee report and Raftelis Study that had been discussed at the Special City Commission Workshop Meeting held earlier in the evening, but was relating to water and sewer customer user rates and miscellaneous fees and charges. He said Raftelis had performed a separate Report/Study that addressed user rates and daily consumption rates for water and sewer and gave an overview of this item. He also said it was different from the water and sewer connection fees because it was for existing customers. In addition, if passed, the new rates and charges would take effect October 1, 2024. First reading would occur at the August 26, 2024, Regular City Commission Meeting with the second reading at the September 10, 2024, Regular City Commission Meeting.

Joe Williams from Raftelis gave a *Utility Rate Study – August 2024* PowerPoint Presentation *(see link/attached)* and went over each of the slides in more detail.

KEY FORECAST ASSUMPTIONS AND NOTES (slide)

Mr. Williams explained this slide in more detail.

CAPITAL IMPROVEMENT PROGRAM (slide)

Mr. Williams explained this slide in more detail.

CIP FUNDING SUMMARY (slide)

Mr. Williams explained this slide in more detail

City Manager Stavres pointed out that it was the City's expectation and aggressiveness in grants approach to do much better than 5% on grants and explained further. He said that he was glad to send the message to Tallahassee of what the City needed and plant that seed. He also said that he thought the City should be able to hit about 25% in grant value off of these so it would help us down the road further with any future rate adjustments, which he explained in more detail.

NEW LOANS FOR CIP (slide)

Mr. Williams explained this slide in more detail.

EXISTING WATER RATES (MAY 1, 2024) (3 slides)

Mr. Williams explained this slide in more detail.

City Manager Stavres said that the City encouraged residential customers to get a separate water meter for irrigation, gave an example, and said it was a great cost savings.

PROJECTED NEW DEVELOPMENT (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres pointed out the ERCs (Equivalent Residential Connection) for Project Mist on the slide and reminded the Commission that they had discussed ERCs earlier. He also explained that the City estimated the impacts of water demand, with approximately 1,800 ERCs for single-family homes so in a project like Project Mist, there were 8,800 ERCs based upon the type of manufacturing that is, which he explained in more detail.

PROPOSED RATE ADJUSTMENTS AND CHARGES (slide)

Mr. Williams explained this slide in more detail.

PROPOSED PRWC CHARGE (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres reminded the Commission that 75% of the City's residential customers were at 5,000 gallons or less per month and 50% were at 3,000 gallons or less per month, which meant that 75% of customers would never see that additional charge related to the Polk Regional Water Cooperative (PRWC) water. He also said that they were also doing their part to conserve and that they were not high demand users, who drove the need for alternative water sources.

PROPOSED R&R CHARGE (slide)

Mr. Williams said that it looked like this slide would likely be updated by the time they saw it again. He also explained this slide in more detail.

REVENUE SUFFICIENCY FORECAST (slide)

Mr. Williams explained this slide in more detail.

BILL IMPACTS – 3,000 GALLON RESIDENTIAL MONTHLY BILL (slide)

Mr. Williams explained this slide in more detail.

BILL IMPACTS – 5,000 GALLON RESIDENTIAL MONTHLY BILL (slide)

Mr. Williams explained this slide in more detail.

LOCAL UTILITY BILL COMPARISON AT 3,000 GALLONS CONSUMPTION (slide)
and
LOCAL UTILITY BILL COMPARISON AT 5,000 GALLONS CONSUMPTION (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres commented that this went hand-in-hand with an earlier conversation about other local municipalities rates, fees, and charges and how the City looked out for existing customers, and explained further. He also went over water and sewer rate and water and sewer connection fee comparisons with Lake Alfred and Haines City. He said it was important that staff provide the recommendation for the water and sewer connection fee increase this same evening so that new growth paid for new growth, that allowed for maintaining a lower consumption rate and monthly customer rate that people were paying every time they received a bill, which he discussed in more detail. Lastly, he noted that the City currently had one of the lowest water and sewer user rates in Polk County. Discussion ensued.

Mr. Williams noted that in the full Raftelis Report/Study, which was in the agenda packet, the approximately $8,200 wastewater connection fee that they were proposing did factor into the rate study to a degree related to anticipated growth. He clarified that they did not factor 100% of it because it had not been adopted yet, but they did factor an increase and they used those funds to help pay a portion of the future $10.5 million debt service that was coming online as it was related to growth, therefore, it was having the effect of helping to keep rates lower for existing customers. Mayor Pro Tem Yates asked if the same would relate to some of the larger industrial projects that the City currently has in the near future and if selling the additional water to other municipalities had been factored into this as well. Mr. Williams said yes. City Manager Stavres added that if development slowed and if a project of significant water and sewer connection fee impact did not happen as quickly, than the City needed to look at the CIP and the prioritization and timing of those projects and make any adjustments, which he explained further.

Discussion ensued regarding the bar chart, cushion, fund balance, strategy, funding source, conservative approach, grant revenues at 5%, and trying to the put the City in a position to succeed.

UTILITY RESERVE FORECAST (slide)

Mr. Williams explained this slide in more detail and noted that based on the forecast there would be pressure on the utility fund in 2026, which would bounce back in 2027, so some adjustments and strategies would need to be used. Mayor Pro Tem Yates asked if this came to fruition would it be appropriate to use the City's Reserve Fund to cover the gap and then replenish it with future proceeds, rather than borrowing money. City Manager Stavres said that they had done internal borrowing in the past, however, not typically against the fund balance of the General Fund, but more so against things like the capital replacement fund for vehicles in very small amounts. He added that the City charges an interest rate, whatever what was prime at that time, but it had been a while since it was done so they would need to explore what the options were if the need arose. Discussion ensued.

CONCLUSIONS (slide)

Mr. Williams explained this slide in more detail.

City Manager Stavres reported that in accordance with applicable law, customers were noticed, by way of their utility bills, of the date, time and place at which the adoption at second readings of Ordinances Nos. O-24-41 and O-24-42 would occur, and that any new rates proposed in Ordinance O-24-41 would, if passed, take effect on October 1, 2024. If this was approved, the City would have lower water and sewer user rates than all other municipalities in Polk County with the exception of the City of Bartow.

E. O-24-42 - Amending Schedule of Water and Sewer Connection Fees

There were no questions or discussion.

F. O-24-48 - Public Hearing - Administrative request to amend the Potable Water Sub-element of the 2035 Winter Haven Comprehensive Plan for the purpose of revising Policy 1.1.2 relating to potable water Level of Service (LOS) standards and to amend Sanitary Sewer Sub-element Policy 1.1.2 relating to sanitary sewer LOS standards

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT – No report

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT – 7:12 p.m.

ATTEST: **CITY OF WINTER HAVEN, FLORIDA**

_____ _____

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

DATE: September 30, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Donald Nunnery, Police Captain

SUBJECT: 2024 Byrne JAG Local Grant Award

BACKGROUND

The department recently purchased new SigSauer P320 9mm pistols for its sworn members. The new pistols come equipped with targeting optics attached and can also be equipped with flashlights. The current flashlights the department uses were purchased for the Glock 21/45 cal pistol and so are not a good fit for the SigSauer Model.

Authorization is requested to purchase new Streamlight TLR-7 lights. This flashlight is more compact and a better fit for the new smaller pistols.

FINANCIAL IMPACT

The department will utilize the Byrne-Direct Grant to purchase the Pistol-Mounted Flashlights. The City, through a General Piggyback Purchasing Agreement via the Bradford County Sheriff's Office, can use Dana Safety Supply to buy these lights. The estimated cost provided by Dana is $15,330 for the purchase of 125 units. The award amount from the Byrne Grant is $14,406, leaving an estimated cost of approximately $1,000 to be allocated from funding available in the Police Department's FY24-25 budget.

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 the City Commission authorize the City Manager to purchase the new flashlights using the Byrne-Direct Grant and take any additional action necessary thereto.

ATTACHMENTS

- Dana Safety Supply Sales Quote
- Award Allocation

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	535196
Customer No.	WINTH

Bill To	**Ship To**
WINTER HAVEN, CITY OF FINANCE-AP@MYWINTERHAVEN.COM	WINTER HAVEN, CITY OF EMAIL ALL INVOICES FINANCE-AP@MYWINTERHAVEN.COM FL
Contact: ANNA, DAVE **Telephone:** 863 291 5759 **E-mail:** FINANCE-AP@MYWINTERHAVEN.COM	**Contact:** AL, ANNA, DAVE **Telephone:** 863 291 5759 **E-mail:** FINANCE-AP@MYWINTERHAVEN.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/03/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Chris Debrita	Christian DeBrita - Tampa	STREAMLIGHTS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
125	125	Y	SLI-69424 SLI TLR-7 A LOW-PROFILE, RAIL MOUNTED TACTICAL LIGHT Warehouse: TAMP	122.6400	15,330.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	06/03/24
Print Time	04:12:29 PM
Page No.	1

Printed By: Chris Debrita

Subtotal	15,330.00
Freight	0.00
Order Total	15,330.00

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

FL	ALACHUA COUNTY	County	$27,672	
FL	GAINESVILLE CITY	Municipal	$80,080	$107,752
FL	BROWARD COUNTY	County	$26,699	
FL	CORAL SPRINGS CITY	Municipal	$15,381	
FL	DANIA BEACH CITY	Municipal	$17,242	
FL	DAVIE CITY	Municipal	$21,908	
FL	DEERFIELD BEACH CITY	Municipal	$26,483	
FL	FORT LAUDERDALE CITY	Municipal	$88,935	
FL	HALLANDALE BEACH CITY	Municipal	$16,112	
FL	HOLLYWOOD CITY	Municipal	$36,858	
FL	LAUDERDALE LAKES CITY	Municipal	$24,834	
FL	LAUDERHILL CITY	Municipal	$47,499	
FL	MIRAMAR CITY	Municipal	$26,872	
FL	NORTH LAUDERDALE CITY	Municipal	$18,090	
FL	OAKLAND PARK CITY	Municipal	$22,449	
FL	PEMBROKE PINES CITY	Municipal	$28,727	
FL	PLANTATION CITY	Municipal	$17,846	
FL	POMPANO BEACH CITY	Municipal	$70,761	
FL	SUNRISE CITY	Municipal	$19,999	
FL	TAMARAC CITY	Municipal	$16,569	$530,746
FL	LEON COUNTY	County	$26,483	
FL	TALLAHASSEE CITY	Municipal	$74,154	$100,637
FL	PINELLAS COUNTY	County	$28,434	
FL	ST PETERSBURG CITY	Municipal	$135,076	$163,510
FL	ALTAMONTE SPRINGS CITY	Municipal	$11,482	
FL	APOPKA CITY	Municipal	$20,743	
FL	BAY COUNTY	County	$26,620	
FL	BELLE GLADE CITY	Municipal	$16,356	
FL	BOCA RATON CITY	Municipal	$16,167	
FL	BOYNTON BEACH CITY	Municipal	$42,408	
FL	BRADENTON CITY	Municipal	$24,941	
FL	BREVARD COUNTY	County	$41,758	
FL	CAPE CORAL CITY	Municipal	$20,256	
FL	CHARLOTTE COUNTY	County	$17,602	

FL	CITRUS COUNTY	County	$29,464	
FL	CLAY COUNTY	County	$42,651	
FL	CLEARWATER CITY	Municipal	$37,614	
FL	COCOA CITY	Municipal	$15,653	
FL	COLLIER COUNTY	County	$65,074	
FL	COLUMBIA COUNTY	County	$12,511	
FL	DAYTONA BEACH CITY	Municipal	$60,524	
FL	DE LAND CITY	Municipal	$14,597	
FL	DELRAY BEACH CITY	Municipal	$31,034	
FL	ESCAMBIA COUNTY	County	$121,157	
FL	FLAGLER COUNTY	County	$16,600	
FL	FLORIDA CITY CITY	Municipal	$28,109	
FL	FORT MYERS CITY	Municipal	$41,568	
FL	FORT PIERCE CITY	Municipal	$20,960	
FL	GREENACRES CITY	Municipal	$10,182	
FL	HENDRY COUNTY	County	$10,724	
FL	HERNANDO COUNTY	County	$35,908	
FL	HIALEAH CITY	Municipal	$40,160	
FL	HIGHLANDS COUNTY	County	$17,223	
FL	HILLSBOROUGH COUNTY	County	$148,372	
FL	HOMESTEAD CITY	Municipal	$55,433	
FL	INDIAN RIVER COUNTY	County	$16,194	
FL	JACKSONVILLE BEACH CITY	Municipal	$10,426	
FL	JACKSONVILLE CITY	Municipal	$479,076	
FL	KISSIMMEE CITY	Municipal	$27,459	
FL	LAKE CITY CITY	Municipal	$13,594	
FL	LAKE COUNTY	County	$38,481	
FL	LAKE WORTH BEACH CITY	Municipal	$29,653	
FL	LAKELAND CITY	Municipal	$30,195	
FL	LARGO CITY	Municipal	$25,970	
FL	LEE COUNTY	County	$107,833	
FL	LEESBURG CITY	Municipal	$13,703	
FL	LEVY COUNTY	County	$37,588	
FL	MADISON COUNTY	County	$10,101	
FL	MANATEE COUNTY	County	$113,114	
FL	MARION COUNTY	County	$65,805	
FL	MARTIN COUNTY	County	$25,564	
FL	MELBOURNE CITY	Municipal	$52,455	
FL	MIAMI BEACH CITY	Municipal	$64,153	
FL	MIAMI CITY	Municipal	$229,450	
FL	MIAMI GARDENS CITY	Municipal	$66,049	
FL	MIAMI-DADE COUNTY	County	$383,023	
FL	MONROE COUNTY	County	$14,569	
FL	NASSAU COUNTY	County	$13,080	
FL	NEW PORT RICHEY CITY	County	$10,019	
FL	NORTH MIAMI BEACH CITY	Municipal	$24,914	
FL	NORTH MIAMI CITY	Municipal	$38,616	
FL	OCALA CITY	Municipal	$36,531	
FL	OCOEE CITY	Municipal	$12,159	
FL	OKALOOSA COUNTY	County	$41,650	
FL	OKEECHOBEE COUNTY	County	$12,647	
FL	OPA-LOCKA CITY	Municipal	$28,136	
FL	ORANGE COUNTY	County	$383,673	
FL	ORLANDO CITY	Municipal	$197,090	
FL	ORMOND BEACH CITY	Municipal	$10,101	
FL	OSCEOLA COUNTY	County	$57,301	

FL	PALM BAY CITY	Municipal	$30,546	
FL	PALM BEACH COUNTY	County	$121,292	
FL	PALM SPRINGS CITY	Municipal	$15,571	
FL	PANAMA CITY BEACH CITY	Municipal	$10,128	
FL	PANAMA CITY CITY	Municipal	$20,879	
FL	PASCO COUNTY	County	$118,530	
FL	PENSACOLA CITY	Municipal	$28,922	
FL	PINELLAS PARK CITY	Municipal	$14,786	
FL	PLANT CITY CITY	Municipal	$15,571	
FL	POLK COUNTY	County	$103,501	
FL	PORT ST LUCIE CITY	Municipal	$22,314	
FL	RIVIERA BEACH CITY	Municipal	$30,303	
FL	SANFORD CITY	Municipal	$36,802	
FL	SANTA ROSA COUNTY	County	$18,009	
FL	SARASOTA CITY	Municipal	$27,974	
FL	SARASOTA COUNTY	County	$34,907	
FL	SEMINOLE COUNTY	County	$32,984	
FL	ST JOHNS COUNTY	County	$18,740	
FL	ST LUCIE COUNTY	County	$25,239	
FL	SUMTER COUNTY	County	$11,725	
FL	SUWANNEE COUNTY	County	$11,292	
FL	TAMPA CITY	Municipal	$157,634	
FL	TITUSVILLE CITY	Municipal	$25,347	
FL	VOLUSIA COUNTY	County	$53,998	
FL	WEST PALM BEACH CITY	Municipal	$74,416	
FL	WINTER GARDEN CITY	Municipal	$13,242	
FL	WINTER HAVEN CITY	Municipal	$14,406	

DATE: October 1, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Savannah Winstanley, Ecosystem & Asset Analyst

SUBJECT: Urban Forestry Advisory Board (UFAB) Member Appointments

---

BACKGROUND

The City's Urban Forestry Advisory Board (UFAB) was implemented to aid the City in its long-term goal of urban forest improvement, to act in an advisory capacity to City staff on urban forestry projects. The board is comprised of seven (7) members, two (2) of which are to be "at large members" to represent a commercial and an environmental organization or interest.

As of 2020, there has been one vacant citizen seat available on the board to be filled by a new appointment to a three (3) year term, expiring in 2027. Additionally, in 2023, citizen member Will Brown stepped down from his seat on the board, leaving an additional vacancy on the Board. One seat will replace this vacancy, to fill out the remainder of his term, which expires in 2026.

The vacancies were advertised and the following applications were received for consideration:

- Adrienne Frazier
- Brian Parkinson
- Morgan Volpe
- Zach Strang
- Gio Andracchio
- Joseph Hovsepian
- Shawntise Brown

STRATEGIC PLAN ALIGNMENT

- Pillar: Environmental Stewardship Sustainability
- Goal: 4.1– Implement Strategies to support a more robust Urban Forest.

RECOMMENDATION

Staff reviewed each application for eligibility requirements; considered background and experience, including potential conflicts of interest; and current involvement on other City boards and committees.

Based on this review, Staff recommends the City Commission:

- Appoint Joseph Hovsepian to Citizen Seat 4 which replaces Will Brown. The term expires February 2026
- Appoint Zach Strang to Citizen Seat 5. The term expires October 2027

ATTACHMENTS

- Board/Committee Application for Joseph Hovespian
- Board/Committee Application for Zach Strang

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Urban Forestry Advisory Board
2) _____
3) _____

Name: Hovsepian (Last) Joseph (First) John (Middle)

Address: (Home) 1250 17th Street NW Winter Haven, Fl, 33881
(Mailing) _____
(Office) _____

Phone: (Home/Cell) 813 817 0788 (Office) _____
(Email) Hovsepianlaw@yahoo.com (Fax) _____

Employer: (Self) Hovsepian Law Group

Position: Attorney Years/Months: 22/6

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ☐	No ●

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ☐ No ●

How long have you lived in Winter Haven? Years/Months: 6/5

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I expect to live out the rest of my life here in Winter Haven and as such I would like to be involved in keeping our community as wonderful as it is and even improving it in the future. One thing that attracted me to my current home was that the property has many mature trees and wildlife that comes with them, both of which I enjoy everyday.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

As an attorney I have had a lot of experience in recognizing and solving problems. I have negotiated and resolved thousands of conflicts and issues bringing people together for their mutual benefit. I enjoy working with people from all walks of life and embrace the Golden Rule in my work and interaction with others. I am a good listener, I get along well with just about everyone and I have a calm and patient demeanor. I have a respect for tradition but also value thinking outside of the box. I have had the opportunity to travel around the world as well as live in many states and cities which gives me a broad perspective on community issues.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

I have no personal or business relationships that would be in conflict.

REFERENCES:

Name	Address	Phone
Steve Brooks	123 First Street N. Winter Haven, Fl	863 604 2348
Charles Laycock	663 Ave. H NW, Winter Haven, Fl	863 604 6939
Jennifer Insua	535 Ave. M NW, Winter Haven, Fl	863 293 3311
Brad Beaty	1951 8th St. NW, Winter Haven, Fl	863 291 6270

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 8/26/2024

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Urban Forestry Advisory Board

2) _____

3) _____

Name: Strang Zack
(Last) (First) (Middle)

Address: (Home) 154 2nd Street SW, Apt 1, Winter Haven, FL, 33880

(Mailing) _____

(Office) _____

Phone: (Home/Cell) (863) 207-3523 (Office) _____

(Email) Zack@duckpondcapital.com (Fax) _____

Employer: Duck Pond Capital LLC

Position: Owner Years/Months: 5 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☐	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ☐	No ●

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ☐ No ●

How long have you lived in Winter Haven? Years/Months: 23 years

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I am very interested in serving on the Urban Forestry Advisory Board because I believe our Urban Forest is a vital component to the character, enjoyment and success of our City. I want to learn more about our processes for managing the UF so we can advocate for our leaders to help protect and advance our goals further. I'd like to motivate others to get involved and bring awareness to the issues impacting the Urban Forest. Lastly, I want to join the Board because I care about Winter Haven, and this is an area of passion for me.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

As a real estate developer, I believe I can add a unique perspective on the importance of the UF and advocate for more private sector involvement. As a New Urbanist member, I believe in placemaking and creating environmentally-friendly, walkable streetscapes, which can only be accomplished through a healthy and expanded urban forest.

Personally, I am very passionate about the environment, and trees in particular. I believe there are intangible economic, social, and cultural impacts that an urban forest provides that most people do not think about. I can help bring awareness to some or a lot of those points.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

No

REFERENCES:

Name	Address	Phone
Carl Strang	1733 E Lake Cannon Drive NW	(863) 207-3523
Kerry Wilson		(863) 557-5867

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** _____

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: September 26, 2024

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-24-39: Request by Highland Cassidy LLC. to vacate an unimproved 12.5-foot wide north/south right-of-way lying east of Lot 269 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A Public Records of Polk County Florida, Lying in Section 21, Township 29 South, Range 26 East Polk County Florida and west of Lot 270 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A Public Records of Polk County Florida, Lying in Section 21, Township 29 South, Range 26 East Polk County, Florida General Location: approximately 400 feet east of 12th Street East, Wahneta, approximately 230 feet north of Ridgeview East.

BACKGROUND

Highland Cassidy, LLC., petitioner, requests the City commission vacate, abandon, renounce and disclaim the public's rights in and to an approximate 655-foot long, unnamed 12.5-foot wide unimproved north/south right-of-way. The Right-of-Way was dedicated as part of the Wahneta Farms subdivision plat in 1914. The Petitioner seeks vacation of the Right-of-Way to facilitate financing and future development of the parcel.

INFRASTRUCTURE

As there are no roadways or public or franchised utilities within the Right-of-Way, no objections to the vacation have been received from City Departments, Spectrum, Frontier, Central Florida Gas Company, or TECO.

NOTIFICATION

All public notification requirements for this request have been met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. Any future financial impact will be calculated when redevelopment occurs.

STRATEGIC PLAN ALIGNMENT

This is a routine action 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 Strategic Pillar.

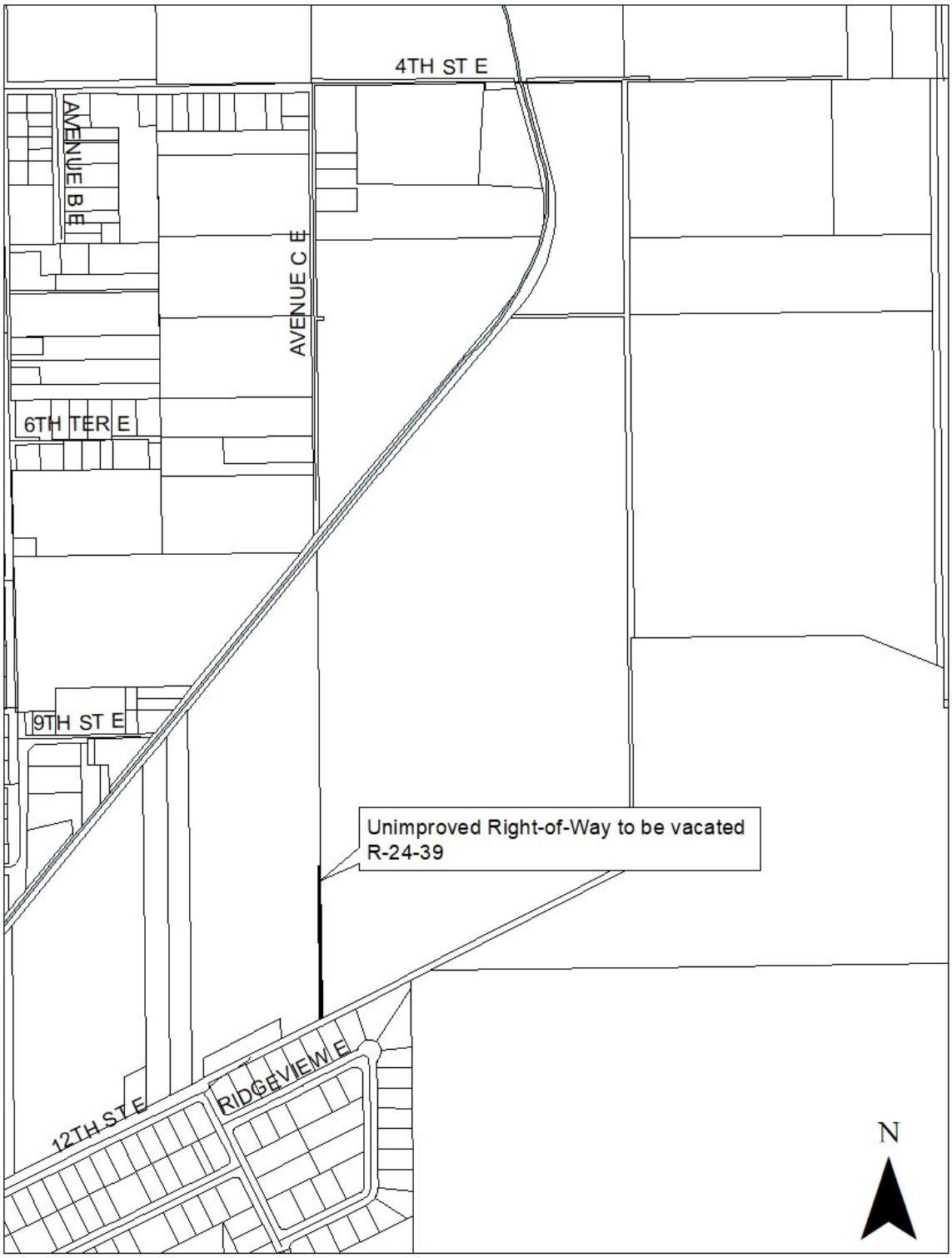
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-39.

ATTACHMENTS

- Location Map
- Resolution R-24-39

Location Map



Space for Recording

RESOLUTION R-24-39

A RESOLUTION VACATING AN UNIMPROVED RIGHT-OF-WAY CONSISTING OF A 12.5-FOOT WIDE NORTH/SOUTH PLATTED RIGHT-OF-WAY LYING EAST OF LOT 269 AS SHOWN IN THE WAHNETA FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 1-C, PAGE 82A, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA AND WEST OF LOT 270 AS SHOWN IN THE WAHNETA FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 1-C, PAGE 82A, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The unimproved right-of-way is approximately 400 feet east of 12th Street East, Wahneta, approximately 230 feet north of Ridgeview East, Wahneta)

WHEREAS, the Petitioner, Highland Cassidy, LLC., requests that the City Commission of the City of Winter Haven, Florida, a municipal corporation, close, abandon, and vacate the unimproved right-of-way consisting of a 12.5-foot wide north/south platted right-of-way lying east of Lot 269 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida, lying in Section 21, Township 29 South, Range 26 East Polk County, Florida; and west of Lot 270 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida, lying in Section 21, 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; and

WHEREAS, Highland Cassidy, LLC., also requests that the City renounce and disclaim any right of the public in and to the said portion of said unimproved right-of-way and the land in connection therewith as depicted and described on Exhibit "A" attached hereto and incorporated herein by reference; and

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

1. That portion of the certain unimproved right-of-way as depicted and described on Exhibit "A" which is attached hereto as Exhibit "A" and incorporated herein by

reference is hereby vacated, abandoned, and closed and all rights of the public in and to said unimproved right-of-way are hereby renounced.

2. 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.

3. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly 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 14th day of October, 2024.

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”

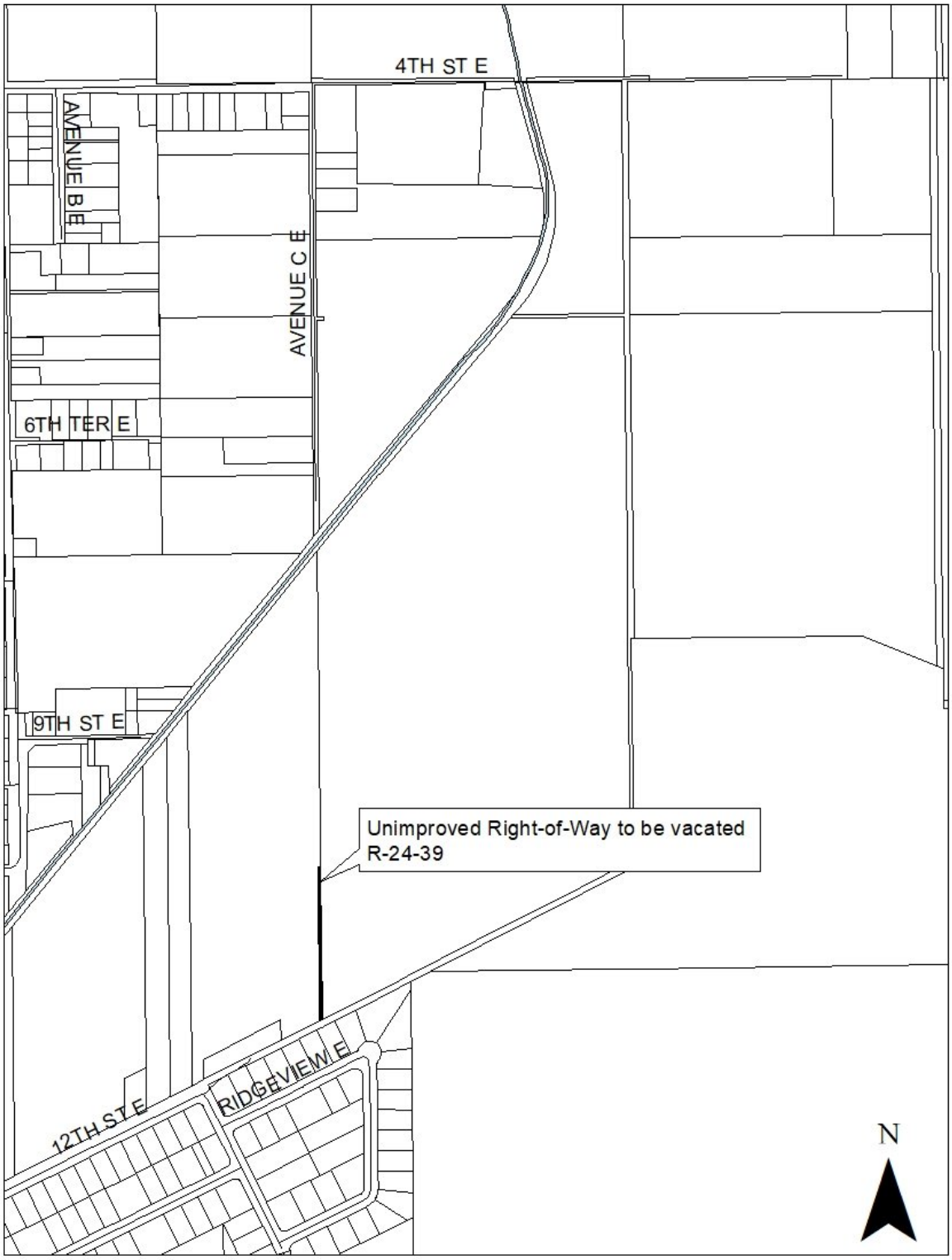

4TH ST E
AVENUE B E
AVENUE C E
6TH TER E
9TH ST E
Unimproved Right-of-Way to be vacated
R-24-39
12TH ST E
RIDGEVIEW E
N

Exhibit “A”
Page 2 of 2

Legal Description of unimproved right-of-way to be vacated

A strip of land being a portion of a platted right-of-way per WAHNETA FARMS, as recorded in Plat Book 1-C, Page 82A, of the Public Records of Polk County, Florida, lying between lots 269 and 270 per said plat of WAHNETA FARMS, said strip of land being bounded on the north by the south boundary of lot 234 and bounded on the south by the north boundary of a 30-foot right-of-way per said plat of WAHNETA FARMS, laying and being in the South ½ of Section 21, Township 29 South, Range 26 East, Polk County, Florida.

DATE: September 26, 2024

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-24-40: Request by Highland Cassidy LLC. to vacate an unimproved 12.5-foot east/west right-of-way lying south of Lot 206 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida, lying in Section 21, Township 29 South, Range 26 East Polk County, Florida, and North of Lot 212 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A Public Records of Polk County Florida, Lying in Section 21, Township 29 South, Range 26 East Polk County Florida General Location: approximately 993 feet south of 4th Street East, Wahneta, approximately 840 feet east of Avenue C East.

BACKGROUND

Highland Cassidy, LLC., petitioner, requests the City commission vacate, abandon, renounce and disclaim the public's rights in and to an approximate 544 foot long, unnamed 12.5-foot wide unimproved east/west right-of-way. The Right-of-Way was dedicated as part of the Wahneta Farms subdivision plat in 1914. The Petitioner seeks vacation of the Right-of-Way to facilitate financing and future development of the parcel.

INFRASTRUCTURE

As there are no roadways or public or franchised utilities within the Right-of-Way, no objections to the vacation have been received from City Departments, Spectrum, Frontier, Central Florida Gas Company, or TECO.

NOTIFICATION

All public notification requirements for this request have been met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. Any future financial impact will be calculated when redevelopment occurs.

STRATEGIC PLAN ALIGNMENT

This is a routine action 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 Strategic Pillar.

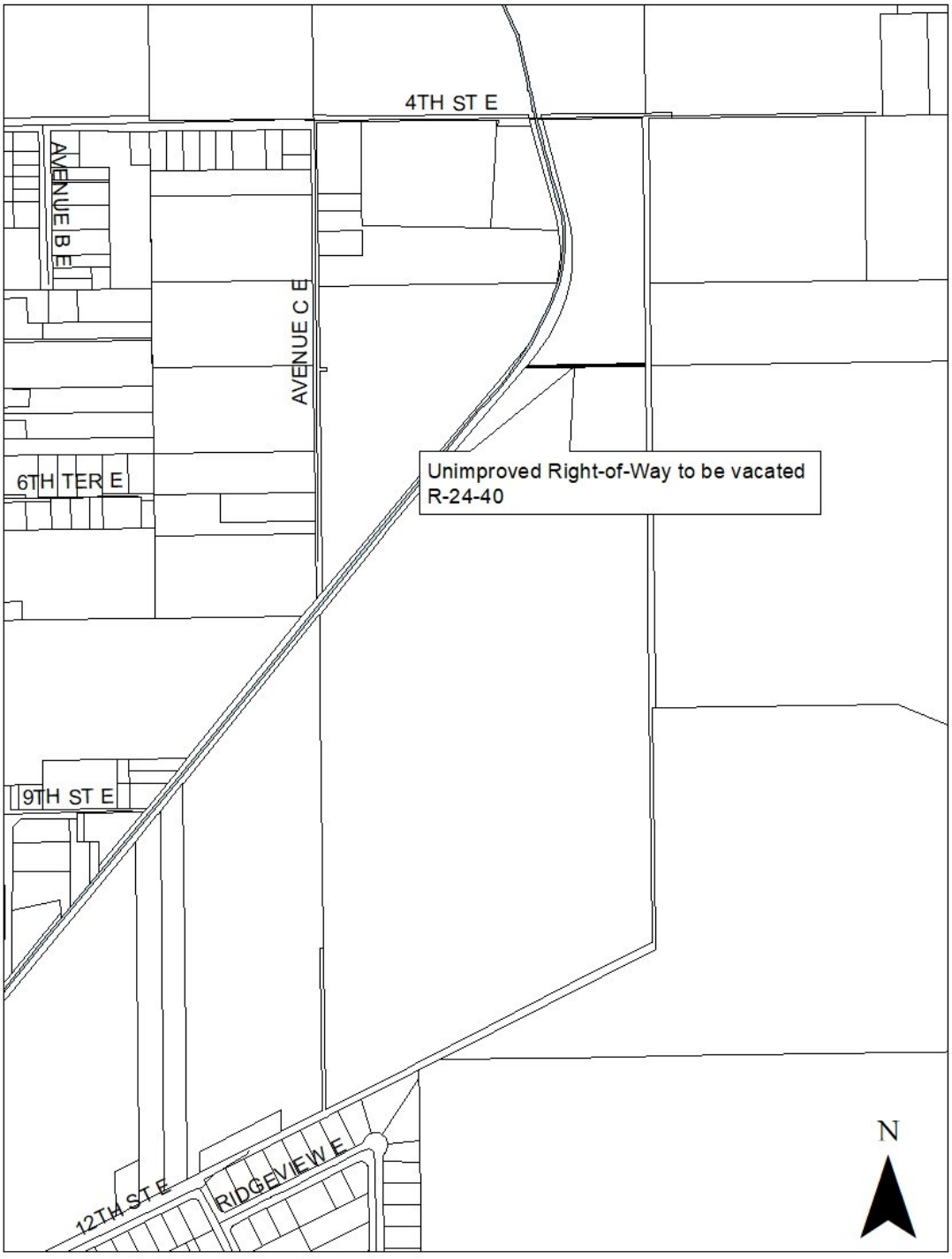
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-40 and authorize the City Manager or his designee to take all necessary and related actions associated with the Right-of-Way vacation.

ATTACHMENTS

- Location Map
- Resolution R-24-40

Location Map



Space for Recording

RESOLUTION R-24-40

A RESOLUTION VACATING AN UNIMPROVED RIGHT-OF-WAY CONSISTING OF A 12.5-FOOT WIDE EAST/WEST PLATTED RIGHT-OF-WAY LYING SOUTH OF LOT 206 AS SHOWN IN THE WAHNETA FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 1-C, PAGE 82A, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA AND NORTH OF LOT 212 AS SHOWN IN THE WAHNETA FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 1-C, PAGE 82A, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The unimproved Right-of-Way is approximately 900 feet south of 4th Street East, Wahneta, approximately 840 feet east of Avenue C East. Wahneta)

WHEREAS, the Petitioner, Highland Cassidy, LLC., requests that the City Commission of the City of Winter Haven, Florida, a municipal corporation, close, abandon, and vacate the unimproved Right-of-Way consisting of a 12.5-foot wide east/west platted right-of-way lying south of Lot 206 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida, lying in Section 21, Township 29 South, Range 26 East Polk County, Florida; and north of Lot 212 as shown in the Wahneta Farms Subdivision, as recorded in Plat Book 1-C, Page 82A, Public Records of Polk County, Florida, lying in Section 21, 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; and

WHEREAS, Highland Cassidy, LLC., also requests that the City renounce and disclaim any right of the public in and to the said portion of said unimproved Right-of-Way and the land in connection therewith as depicted and described on Exhibit "A" attached hereto and incorporated herein by reference; and

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

1. That portion of the certain unimproved Right-of-Way as depicted and described on Exhibit "A" which is attached hereto as Exhibit "A" and incorporated herein by

reference is hereby vacated, abandoned, and closed and all rights of the public in and to said unimproved Right-of-Way are hereby renounced.

2. 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.

3. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly 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 14th day of October, 2024.

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”

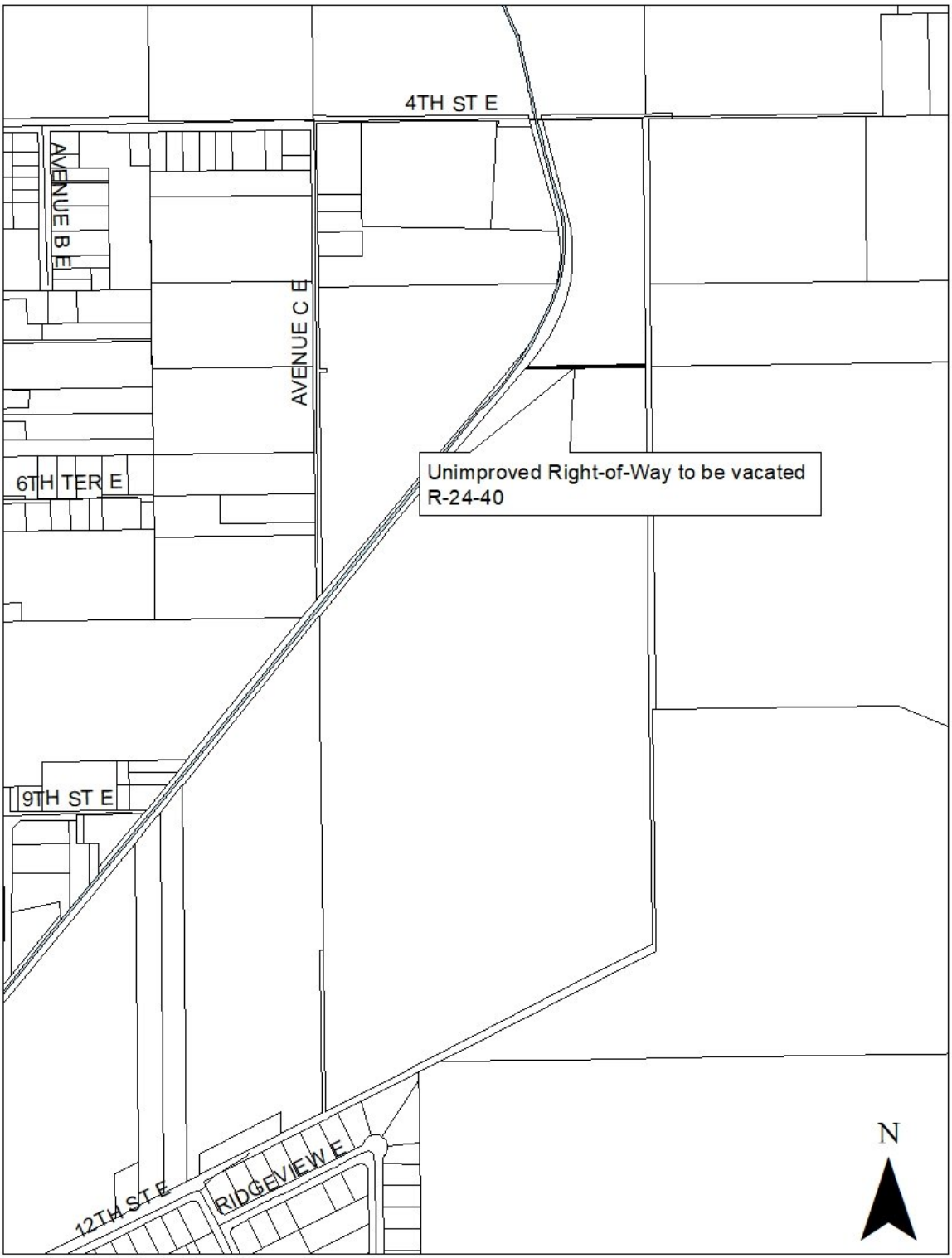

4TH ST E
AVENUE B E
AVENUE C E
6TH TER E
Unimproved Right-of-Way to be vacated
R-24-40
9TH ST E
12TH ST E
RIDGEVIEW E
N

Exhibit “A”
Page 2 of 2

Legal Description of unimproved Right-of-Way to be vacated

A strip of land being a porting of a platted right-of-way per WAHNETA FARMS, as recorded in Plat Book 1-C, Page 82A, of the Public Records of Polk County, Florida, lying between lots 206 and 212 per said plat of WAHNETA FARMS, said strip of land being bounded on the west by the centerline of a 50-foot canal reservation and bounded on the East by the West boundary of a 25-foot right-of-way per said plat of WAHNETA FARMS, laying and being in the Northeast ¼ of Section 21, Township 29 South, Range 26 East, Polk County, Florida.

DATE: October 3, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Angie Hibbard, CRA Manager

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

---

BACKGROUND

In November 2023, due to the untimely passing of J.P. Powell in April 2023, Clifton Dollison was elected to fulfill the remainder of Commissioner Powell's term on the City Commission. Commissioner Dollison was serving as a CRA Board member in Seat 1 prior to the time of the election. Seat 1 is reserved for a member of the public and is appointed by the Governing Body (City Commission). Once elected Commissioner Dollison transitioned to a CRA Board seat designated for a City Commissioner, which left Seat 1 vacant. In January 2024, staff advertised to fill the vacancy. One application from a qualified applicant has been received. Additionally, the current occupant of CRA Board Member Seat 2 has indicated in writing his desire to continue to serve on the CRA Board for the current four (4) year term.

According to Section 3 (Board) Items B and D of the Winter Haven CRA By-Laws:

A. The Board shall consist of seven (7) members selected as prescribed in the F.S. Chapter 163.357 and City Resolution R-01-09. Five (5) of the Members shall be members of the Winter Haven City Commission and two (2) appointed from the public by the Governing Body. The two (2) appointed members shall fill two seats for four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. Any person may be appointed to the Agency Board if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the City of Winter Haven, and is otherwise eligible for such appointment under F.S. Part III, Chapter 163.

D. In the event of a vacancy on the Board of an appointed Member, the Governing Body shall appoint an individual satisfying the qualifications to be a Board Member to fill the vacant seat for the unexpired term.

FINANCIAL IMPACT

These appointments have no financial impact.

STRATEGIC PLAN ALIGNMENT

This is a routine appointment to the CRA Board 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 Strategic Pillar.

RECOMMENDATION

Staff recommends that the City Commission adopt Resolution R-24-44 which confirms and ratifies the reappointment of Dr. James Threlkel to Seat 2 nunc pro tunc to September 30, 2021, which term expires on September 30, 2025, and makes and confirms the appointment of Maxie Hunter to Seat 1 for a term expiring on September 30, 2027.

ATTACHMENTS

- Application from Maxie Hunter (Seat 1)
- Reapointmment Form from Dr James Threlkel (Seat 2)

RESOLUTION R-24-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA CONFIRMING THE APPOINTMENT AND RE-APPOINTMENT OF MEMBERS TO SEATS ON THE CITY OF WINTER HAVEN, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD; CLARIFYING AND CONFIRMING THE MEMBERSHIP ON THE CRA BOARD; MAKING FINDINGS; REPEALING ALL CONFLICTING RESOLUTIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.357 of the Florida Statutes and City Resolution R-01-09 and as prescribed in the Winter Haven CRA By-Laws Section 3. B., the CRA Board shall consist of seven (7) members. Five (5) of the members being the members of the Winter Haven City Commission (Governing Body) and two (2) appointed from the public by the Governing Body, and;

WHEREAS, the term for Seat 1 expired on 9/30/2022, and has remained vacant since April 14, 2023, and;

WHEREAS, the term for Seat 2 expired on 9/30/2021, but has not been vacant since that time, and;

WHEREAS, Winter Haven CRA By-Laws Section 3. D. states that in the event of a vacancy on the Board of an appointed Member, the Governing Body shall appoint an individual satisfying the qualifications to be a Board Member to fill the vacant seat for the unexpired term.

WHEREAS, the vacancy of Seat 1 has been advertised and an application from a qualified applicant has been received, and;

WHEREAS, the current occupant of Seat 2 has indicated in writing his desire to continue to serve on the CRA Board for the current four (4) year term, and;

WHEREAS, confirming membership, seats, and terms on the Winter Haven CRA Board is appropriate.

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. The Seats and remaining terms for the CRA Board members as noted below are hereby confirmed and ratified as follows:

   Seat 1: Maxie Hunter is hereby appointed to Seat 1 effective October 14, 2024 with a term that expires on September 30, 2027.

Seat 2: Dr. James Threlkel's appointment to Seat 2 is hereby ratified and confirmed nunc pro tunc to September 30, 2021 with a term that expires on September 30, 2025.

3. Any and all conflicting resolutions are hereby repealed to the extent necessary to give this Resolution full force and effect.

4. Any provision in this Resolution may be renumbered or relettered 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 consideration by the City Commission by filing a corrected or recodified copy of same with the City Clerk.

5. That this Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, on this 14th day of October, 2024.

MAYOR- COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

CITY ATTORNEY
Frederick J. Murphy, Jr.

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) CRA
2) _____
3) _____

Name: Hunter (Last) Maxie (First) Eugene (Middle)

Address: (Home) 228 College Grove Circle N.E. Winter Haven FL. 33881
(Mailing) Same as above
(Office) _____

Phone: (Home/Cell) (863) 289-4326 (Office) _____
(Email) Maxiehunter07@gmail.com (Fax) _____

Employer: None

Position: _____ Years/Months: _____

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ●	No ☐

- If yes, when and which Board(s)/Committee(s)? Leadership/ Police Dept.

Are you a City employee? Yes ☐ No ●

How long have you lived in Winter Haven? Years/Months: 40 + yrs.

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

The CRA board provides an insight on the needs of the entire community of Winter Haven.I am concerned about the citizens,such as their safety ,housing improvement,the upkeep of city facilities, provide funds for the completion of grants submitted.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

First of all, I am a retired educated and a long lived member of this community.
I have observed the vast improvements that have taken place since I 've lived here.
I am a retired educator of 43 years and have came in contact with many families in this community .
I love Winter Haven and is impressed with the progress to make it suitable for everyone

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

No

REFERENCES:

Name	Address	Phone
Christine Samuel	City	
Nathaniel Birdsong.	City	
Brian Yates	City	
Andy Palmer	City	

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** Aug.15,2024

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City
Office of the City Clerk

September 20, 2024

VIA EMAIL:
jim@thethrelkels.com

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

RE: Reappointment to Community Redevelopment Agency (CRA) Board

Dear Dr. Threlkel,

Thank you for having served on the City of Winter Haven's CRA Board. Your term will expire after the September 30, 2021 CRA Board Meeting. Please let us know if you would like to continue serving on this board/committee (**Seat #2 for a four-year term**) by completing the following:

1. **Check (☒) one:** I wish to be reappointed ☒ I do not wish to be reappointed ☐
2. **Complete the *Board/Committee Appointment Information* form (if applicable)**
3. **Select one of the below:**
   a) If NOT submitting electronically, print this letter, sign & date (required):
   x James B. Threlkel Date: 23 September 2024
   b) To elect submission via email with no signature, check (☒) here: ☐
4. **Return the *Board/Committee Appointment Information* form and/or this letter via:**
   a) Email: vcastillo@mywinterhaven.com
   b) Fax: (863) 298-5293
   c) Mail: P.O. Box 2277, Winter Haven, FL 33883-2277
   d) Drop off: 451 Third St., NW, Winter Haven, FL 33881

Regards,

Vanessa Castillo

Vanessa Castillo, MMC
City Clerk

DATE: October 2, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
MJ Carnevale, Deputy City Manager
Charlie Bird, Assistant City Manager – Public Safety

FROM: Vance Monroe, Police Chief

SUBJECT: Resolution R-24-45 Approving a First Amended Sublease/Use Agreement with Civil Air Patrol (CAP) for the sublease and use of portions of certain City-owned property located at the Winter Haven Regional Airport

---

BACKGROUND

Founded in 1941 to mobilize the nation's civilian aviation resources for national defense service, the Citizen's Air Patrol (CAP) has evolved into a premier public service organization that still carries out emergency service missions when needed – in the air and on the ground. The Polk County Composite Squadron, SER-FL-274, has been based at the Winter Haven Regional Airport since 2010 and continues to provide volunteer services to the City of Winter Haven and the Winter Haven Regional Airport as needed.

On August 27, 2018, the City Commission approved a Sublease/Use Agreement between the City and the CAP for use of facilities located at the Police Department Training Center on the south end of the Airport. The parties wish to enter into a First Amended Sublease/Use Agreement to allow CAP to continue to use those portions of the Training Center for the purposes and in the manner as more specifically identified in the First Amended Sublease/Use Agreement.

FINANCIAL IMPACT

There are minimal increased utility costs for water and electric utility service at the WHPD Training Center Main Classroom Building and temporary portable building.

STRATEGIC PLAN ALIGNMENT

- Pillar: Community Safety
- Goal: 5.4 – Ensure local government functions are aligned with community safety best practices.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-45 and authorize the Mayor and all other appropriate City officials to execute the First Amended Sublease/Use Agreement with CAP and further authorize the City Manager and/or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Resolution R-24-45 with Exhibit "A"
- First Amended Sublease/Use Agreement

RESOLUTION NO. R-24-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING THAT FIRST AMENDED SUBLEASE AND USE AGREEMENT WITH CIVIL AIR PATROL, A CONGRESSIONALLY CHARTERED, PRIVATE NONPROFIT CORPORATION THAT SERVES AS THE OFFICIAL CIVILIAN AUXILARY OF THE US AIR FORCE REGARDING THE SUBLEASE AND USE OF PORTIONS OF CERTAIN CITY-OWNED PROPERTY LOCATED AT THE WINTER HAVEN REGIONAL AIRPORT AND AUTHORIZING THE MAYOR AND APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDED SUBLEASE AND USE AGREEMENT AND AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING THE FIRST AMENDED SUBLEASE AND USE AGREEMENT APPROVED HEREIN; PROVIDING FOR SEVERABILITY; CONFLICTS; AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City owns, controls, and through its Police Department operates a training facility which is located at the Winter Haven Regional Airport more commonly referred to as the WHPD Training Center; and

WHEREAS, Civil Air Patrol ("CAP") desires to continue to sublease a certain portable building which is not currently being used by the City and located at the Winter Haven Regional Airport at the WHPD Training Center and also continue to use a portion of a Permanent Building at the WHPD Training Center for the purposes of conducting authorized CAP activities and programs, including but not limited to, aerospace education and leadership classes; public affairs activities and exhibits; member training; unit administration; unit meetings; emergency services for search and rescue disaster relief, and communications; and such other activities and missions as are authorized by the Civil Air Patrol, and;

WHEREAS, on August 27, 2018, the City Commission of the City of Winter Haven approved Resolution R-18-29 approving and authorizing the City Manager to execute the original Sublease/Use Agreement between the City and the CAP; and

WHEREAS, the City Commission hereby approves that First Amended Sublease/Use Agreement with CAP, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and finds that such approval promotes the best interests, health, and welfare of the citizens and residents of the City of Winter Haven, Florida, and that the City's citizens and residents will benefit from CAP's ability to provide various services, including but not limited to, assistance in the event of natural disaster(s), to assist with and improve search and rescue efforts, to educate the local community on disaster preparedness, and;

WHEREAS, the City Commission also finds that it is in the best interests of the citizens

and residents of the City of Winter Haven, Florida, to approve this First Amended Sublease/Use Agreement for the sublease/use of that certain Portable and the use of portions of the Permanent Building (excluding portions of the Permanent Building used by the WHPD for its Explorers Program) located at the WHPD Training Center.

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 First Amended Sublease/Use Agreement between the City and CAP a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference is approved.

3. That the Mayor, and all other appropriate City officials are authorized to execute on behalf of the City of Winter Haven, the First Amended Sublease/Use Agreement approved herein, a copy of which is attached hereto as Exhibit ”A” and incorporated herein by reference, and any necessary amendments and that the City Manager and/or his designee are authorized to take all other necessary actions relating to the referenced First Amended Sublease/Use Agreement with CAP and any necessary amendments thereto.

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 relettered 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.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 14th day of October, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

FIRST AMENDED SUBLEASE/USE AGREEMENT

THIS FIRST AMENDED SUBLEASE/USE AGREEMENT (hereafter "Agreement") is made and entered into this the _____ day of _____, 2024, by and between the **CITY OF WINTER HAVEN, A FLORIDA MUNICIPAL CORPORATION BY AND THROUGH THE POLICE DEPARTMENT OF THE CITY OF WINTER HAVEN(WHPD)**, hereinafter referred to as "City" and Civil Air Patrol**,** a Congressionally chartered, private nonprofit corporation that serves as the official civilian auxiliary of the US Air Force, hereinafter referred to as "CAP" for the sub lease and use of portions of certain City-owned property which is located at the Winter Haven Regional Airport and more commonly known as the WHPD Training Center.

WITNESSETH

WHEREAS, the City of Winter Haven is a Florida municipal corporation; and

WHEREAS, the Polk Squadron, based in Winter Haven (organizational code FL 274) is a sub-unit of the Florida Wing unit of CAP, which is the civilian auxiliary of the U. S. Air Force; and

WHEREAS, the City owns and operates the Winter Haven Regional Airport which is located in the City; and

WHEREAS, the City owns, controls, and through the WHPD operates a training facility which is located at the Winter Haven Regional Airport as more particularly depicted in Exhibit "A" attached hereto and made a part hereof by reference and more commonly referred to as the WHPD Training Center; and

WHEREAS, CAP desires to sublease a certain portable building which is not currently being used by the City and located at the Winter Haven Regional Airport at the WHPD Training Center as more particularly depicted in Exhibit "B" attached hereto and made a part hereof by reference and use a portion of a Permanent Building at the WHPD Training Center for the purposes more specifically set forth herein as more particularly depicted on Exhibit "C" attached hereto and made a part hereof by reference; and

WHEREAS, CAP desires to use the portable building as depicted on Exhibit "B" attached hereto at the WHPD Training Center and that portion of the Permanent Building located at the WHPD Training Center as depicted on Exhibit "C" attached hereto for the purpose of conducting authorized CAP activities and programs, including but not limited to, aerospace education and leadership classes; public affairs activities and exhibits; member training; unit administration; unit

meetings; emergency services for search and rescue disaster relief, and communications; and such other activities and missions as are authorized by the Civil Air Patrol and approved in writing by the City; and

WHEREAS, CAP has an interest in providing such activities and programs to the citizens of the City and is well qualified to do so, and

WHEREAS, the City acknowledges that, by entering into this Agreement, the citizens and residents of the City will benefit from CAP's ability to provide among other things various services, including but not limited to, assistance in the event of natural disaster(s); to assist with and improve search and rescue efforts; and to educate the local community on disaster preparedness; and

WHEREAS, the City has found that it is the best interests of the citizens and residents of the City to enter into this Agreement for the sublease/use of that certain Portable as more particularly depicted in Exhibit "B" attached hereto and the use of portions of the Permanent Building (excluding portions of the Permanent Building used by the WHPD for its Explorers Program) all located at the WHPD Training Center as more particularly depicted in Exhibit "C" attached hereto; and

WHEREAS, the City has by Resolution R-24-45 determined that the provision of these activities and programs by CAP will promote public health, safety or welfare, will serve the public and community interest and welfare, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the purposes for which the Portable Building and portions of the Building as more particularly depicted on Exhibits "B" and "C" attached hereto were constructed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree to the following.

1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the City and CAP.

2. LEASED PREMISES.

The City does hereby sublease, demise, and let to CAP the following described premises, with the appurtenances and other structures thereon, situate in the City and more particularly described as follows:

A Portable Building located at the WHPD Training Center as more

particularly depicted on Exhibit "B" attached hereto and incorporated herein by reference, (hereafter referred to as Portable Building) and a portion of a Building (excluding portions of the Building used by the WHPD for its Explorers Program) located at the WHPD Training Center as more particularly depicted on Exhibit "C" attached hereto and incorporated by reference (hereafter referred to as Permanent Building).

3. TERM.

The initial term of this Agreement shall be for a one (1) year period, commencing on the 1st day of October, 2024, and continuing through the 30th day of September, 2025, (hereafter the "Initial Term"). Upon the expiration of the Initial Term, unless written notice of termination is provided by either the City or CAP, this Agreement shall automatically renew for an additional one (1) year term.

4. USE.

City grants permission for CAP to enter onto to develop and maintain squadron facilities in said Portable Building. CAP shall utilize those authorized portions of the Permanent Building primarily for the purpose of conducting authorized CAP activities and programs, including but not limited to, aerospace and education and leadership classes, public affairs activities and exhibits, member training, unit administration, unit meetings, emergency services for search and rescue, and disaster relief, and such other activities and missions as are authorized by the Civil Air Patrol and approved in writing by the City. CAP shall use the Portable Building solely for the activities and missions as are authorized by the CAP consistent with the terms of this Agreement and subject to coordination and scheduling with the City through designated representatives of the WHPD. All CAP materials and/or equipment shall only be stored in the Portable Building. Any CAP materials and/or equipment used in the authorized portions of the Permanent Building for the above approved activities, shall be removed and stored in the Portable Building immediately after the conclusion of said activities. Garbage cans will be emptied at the conclusion of each event.

5. RENT.

During the Initial Term of this Agreement and any renewal thereof, CAP shall pay to the City nominal rent in the amount of $1.00 per year on or before the Effective Date and the anniversary date of and/or for each year that this Agreement is in effect.

6. ACCESS.

CAP shall have access to the Portable Building and those authorized portions of the Permanent Building 7 days a week, 24 hours a day. CAP's use of those authorized portions of the Permanent Building, is on the condition that CAP's use does not interfere as determined solely by the City with the WHPD's use of the Permanent Building, and is scheduled and coordinated with the City through designated representatives of the WHPD.

Prior to the Effective Date of this Agreement, the Permanent Building was in use as part of the official training center for the WHPD (the WHPD Training Center) and as of the Effective Date of this Agreement, the WHPD intends to continue to use the Permanent Building for such purposes. Accordingly, any use of the authorized portions of the Permanent Building by CAP shall be subordinate to the WHPD's continued use of the Permanent Building. Thus both CAP and the WHPD agree to jointly meet in order to develop a schedule of use for those authorized portions of the Permanent Building by CAP that is consistent with such continued use by the WHPD of the Permanent Building.

CAP shall not be liable for the conduct of the City and/or its agents utilizing the Portable Building or the Permanent Building. The City shall not be liable for the conduct of CAP and/or its agents utilizing the Portable Building and/or the Permanent Building.

7. PROPERTY RIGHTS RESERVED AND SUBORDINATION.

This Agreement creates a permissive use only and the granting of same shall not operate to create or to vest any property rights in the Portable Building and/or the Permanent Building in CAP. The aforementioned permissive use of the Portable Building and those authorized portions of the Permanent Building is granted for the term herein, subject to termination by City in accordance with Paragraph 18 of this Agreement. Furthermore, this Agreement shall not restrict the right and interest of City in the general use, maintenance, and quiet enjoyment of the WHPD Training Center as more particularly depicted on Exhibit "A" attached hereto and incorporated by reference and shall not interfere with the property and rights of the City.

This Agreement and all provisions hereof shall be subject and subordinate to the terms and conditions of the agreements, instruments, and documents under which the City acquired the property which is the subject of this Agreement and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the agreement(s), instrument(s), and document(s) granting to the City the use of the property, and any existing and/or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the City, pertaining to the Winter Haven Regional Airport.

This Agreement shall also be subordinate to the provisions of any existing or future agreement entered into between the City and the United States for the improvement or operation and maintenance of the Wintr Haven Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Winter Haven Regional Airport.

8. UTILITIES/JANITORIAL.

CAP shall be responsible for installation, connection, maintenance, and payment of any and all utilities it may desire along with all janitorial services for the Portable Building. To the extent that CAP's use of the Permanent Building under the terms of this Agreement, increases the average monthly costs that the WHPD has paid for all utilities including but not limited to electric, trash, waste disposal, sewer, water and re-use water services, telephone and other telecommunications, cable or satellite television, over the previous twelve (12) months prior to the effective date of this Agreement, then CAP agrees to pay upon receiving written notice from the City any and all amounts for said utilities that exceed the said average monthly cost. Payment shall be made by CAP within 30 calendar days of the date of any notice for same. City shall not be liable in any manner for damages to CAP, or for any other claim by CAP resulting from any interruption in utility services for either the Portable Building and/or the Permanent Building.

9. MAINTENANCE AND REPAIR.

CAP acknowledges and represents that it has inspected both the Portable Building and the Permanent Building that are the subject of this Agreement prior to entering into this Agreement and finds them suitable for CAP's intended use as permitted under this Agreement. CAP further acknowledges and agrees that it accepts the Portable Building and the Permanent Building in its current condition "AS IS" and that the City makes no representations as to the condition of the Portable Building and the Permanent Building including but not limited to whether or not the Portable Building and/or the Permanent Building are compliant with any Americans with Disability (ADA) laws, rules and regulations. CAP further acknowledges and understands that but for the entry into this Agreement, the City would have had the Portable Building removed from the WHPD Training Center property for scrap and salvage value.

a. CAP's Obligations

CAP shall at its sole cost and expense be responsible for any and all interior and exterior maintenance, upkeep and all repairs both exterior and interior that CAP determines may

be necessary for the Portable Building and keep the interior of the Portable Building clean and orderly in accordance with any applicable laws, regulations, or ordinances. CAP shall at its sole cost and expense when it is using those authorized portions of the Permanent Building keep the interior of the Permanent Building clean and orderly in accordance with any applicable laws, regulations, or ordinances. The City reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Portable Building and/or the Permanent Building to ensure that CAP is meeting its obligations under the terms of this Agreement. All improvements and any changes made by CAP to the interior of either the Portable Building and/or the Permanent Building shall be at the sole cost of CAP and subject to prior written approval by the City.

CAP, at its sole cost and expense, shall be responsible for all interior and exterior signage it desires and signs which CAP desires in order to advertise its programs, excluding parking signs. However, all signage must comply with applicable laws, rules and regulations and must be preapproved by the City. Such signs must also comply with any applicable jurisdiction's codes or ordinances.

b. City's Obligations.

The City shall maintain the Permanent Building's exterior in as good a condition as it currently exists subject to ordinary wear and tear. The City shall be responsible for the cost and provision of ground maintenance around the exterior of the Portable Building and the Permanent Building as the City determines in its sole discretion is appropriate. The City shall be responsible for maintenance and repair of the sidewalks and parking lot, parking lot light poles including light bulbs, and flag pole within the WHPD Training Center property as the City in its sole discretion determines is appropriate. All inspections, maintenance, and repair of the fire extinguishers for the Permanent Building, and the Portable Building, if any, shall be the responsibility of the City as the City in its sole discretion determines is appropriate.

10. VIOLATION OF PROVISIONS.

Any violation of the provisions herein will constitute a breach of the conditions of this Agreement and may result in the cancellation of same. The City shall notify CAP of any violation of the provisions of this Agreement in writing. Such notice shall identify the provision(s), which

is being violated, and how it is being violated. CAP shall then have 30 calendar days within which to fix the violation to the City's reasonable satisfaction. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed to the City's reasonable satisfaction, the City has the right to issue a notice of termination/cancellation effective immediately at the end of the 30 calendar day period. In the event of cancellation or termination of this Agreement, CAP shall remove its personal property from the Permanent Building and the Portable Building. Any personal property not removed within ninety (90) calendar days from the effective date of termination of the Agreement shall be subject to becoming the property of the City.

11. COMPLIANCE WITH LAWS.

CAP is guided by the same diversity and non-discrimination policies as the US Air Force. No person shall be subject to discrimination in the CAP or its programs because of race, color, religion, sex, age, national origin, or disability. CAP shall not deny its programs and services to members of the public with regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability. The CAP is not subject to requirements of covered entities as defined in either the Rehabilitation Act of 1973 or the Americans with Disabilities Act (ADA). However, CAP will take reasonable steps to accommodate individuals with disabilities who desire to participate in CAP events, programs, activities, and education classes.

CAP acknowledges that the Portable Building and Permanent Building which are the subject of this Agreement shall be subject to all laws and ordinances of the State of Florida and the City , and that the police and code enforcement officers of the City and other duly constituted officers of the law shall have the same rights and powers as to entry upon said property that is the subject of this Agreement for the enforcement of the laws of the State of Florida and the ordinances of the City , to the same extent and in the same manner as they would have in or upon property privately owned or controlled.

12. INDEMNIFICATION & INSURANCE.

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

The City and the CAP agree to be responsible for their own acts of negligence or their

respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for damages resulting from said negligence subject to statutorily established liability limits including but not limited to those set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed to be a waiver of City's sovereign immunity under applicable Fllrida law including but not limited to liability pursuantto Section 768.28 of the Florida Statutes regardless of whether such claims are based in contract, statute, strict liability, negligence, product liability or otherwise. The CAP, as an instrumentality of the United States of America is, in essence, self-insured, and carries no commercial liability insurance. However, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC § 2671 et. seq.), the United States of America may be liable to third parties for personal injury or damage or loss of property caused by the negligent acts or omissions of members of the CAP while assigned to duty and acting within the scope of their duties.

To the extent authorized by applicable law, CAP agrees to indemnify and hold harmless the City for any claim, judgment, cost, damage, or any other liability (including attorney's fees and costs incurred by the City including on appeal) arising out of any bodily injuries and/or property damage (except to the extent caused by the City's negligence) that may occur on the property which is the subject of this Agreement.

Any remedy provided to the City or CAP or the parties respective elected and appointed officials, officers, employees or agents by any insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or Federal and/or Florida law. CAP shall require its contractors and subcontractors to maintain all insurance required by law.

As an entity of the United States, CAP does not maintain worker's compensation insurance coverage. A CAP member who is injured or dies while performing assigned duties and acting as an employee of the US Air Force may be entitled to statutorily prescribed medical treatment and/or death or disability compensation from the United States Department of Labor as a Federal employee under the Federal Employees Compensation Act. 5 U.S.C. 8101 *et seq.* To the extent authorized by applicable law, CAP hereby agrees to indemnify and hold harmless the City for any claim, judgment, cost, damage, or any other liability (including attorney's fees incurred by the City including on appeal) arising out of any injuries and/or damages of any CAP member occurring while on the Portable Building and/or Permanent Building and associated grounds which are the subject of this Agreement.

The City understands that the CAP, as an instrumentality of the United States of America

is statutorily prohibited by the Anti-Deficiency Act (31 U.S.C. § 1341) from entering into agreements to indemnify or hold harmless any party or to enter into any agreement providing liquidated damages.

Neither CAP nor the City intend by entering into this Agreement to waive their sovereign immunity and/or their limits of liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Provided further that City and CAP acknowledge that the Federal Tort Claims Act (Title 28, United States Code) and/or the Florida Tort Claims Act (Chapter 768, Florida Statutes) address tort liability for negligence suits brought against CAP and/or the City.

City and CAP agree that Section 768.28, Florida Statutes, is hereby incorporated into this Agreement and adopt the limits of liability stated therein as the limits of liability under this Agreement as to any claim or cause made hereunder whether sounding in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Any indemnification provided herein shall survive the expiration, cancellation and/or termination of this Agreement.

13. SURRENDER OF PREMISES.

CAP shall surrender the Portable Building and the Permanent Building to the City at the end of the Agreement term in generally the same condition as when CAP took possession, allowing for changes and modifications agreed to in writing by the parties over time, reasonable wear and tear, and damages by acts of God, including fire and storm. CAP shall remove all business signs or symbols placed in or on the Portable Building and the Permanent Building by CAP and restore the portion of the Permanent Building on which they were placed in the same condition as before placement subject to ordinary wear and tear. Before surrendering the Permanent Building, CAP shall have ninety (90) days' notice in writing to surrender the Portable Building and the Permanent Building unless the City determines that there should be immediate surrender due to health, safety, and/or welfare reasons as may be determined by the City in its sole and absolute discretion.

14. PARTIAL DESTRUCTION OF PREMISES.

Partial destruction of the Permanent Building shall not render this Agreement void, or terminate it except as herein provided. If the Permanent Building is partially destroyed during the term of this Agreement, the City may endeavor to make repairs, providing the City has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) calendar days of the partial destruction. If the repairs cannot be so made in ninety (90) calendar days and the City does not elect to make them within a

reasonable time, either party hereto has the option to terminate this Agreement. If the Permanent Building is more than one-third destroyed, the City or CAP may at its option terminate this Agreement, by giving ninety (90) calendar days' notice in writing of the option to terminate.

15. CITY'S ENTRY FOR INSPECTION AND MAINTENANCE.

Repairs and maintenance that CAP desires for the Portable Building and those authorized portions of the Permanent Building that CAP is allowed to use under this Agreement, shall be at CAP's sole cost and expense and must be preapproved in writing by the City. Provided, however, such authorized repairs and maintenance undertaken by CAP shall not unduly interfere with the WHPD's use of the Permanent Building. Provided further, the City may, in connection with alterations, additions, or repairs to the Permanent Building, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to CAP for disturbance of quiet enjoyment of the either the Portable Building and/or the Permanent Building, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.

To the extent that the City performs any maintenance and repairs that CAP is obligated to perform then CAP agrees to pay the City for any and all actual costs of said maintenance and repairs within thirty (30) calendar days after provision of written notice by the City to CAP. Any such amounts claimed due and owing by the City shall be considered as additional rent due under this Agreement and the City shall have all remedies under Florida law for the collection of same.

16. FORCE MAJEURE.

In the event either the City and/or CAP shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, riots, insurrection, war, acts of God, extreme weather conditions, terrorism, epidemic, pandemic, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

17. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance(s) shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstance(s) other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of

this Agreement shall be valid and enforced to the fullest extent permitted by law. The City and CAP further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18. TERMINATION.

This Agreement may be terminated by either party, for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Agreement which has not been cured upon reasonable notice to do so. For purposes of this provision, reasonable notice shall mean thirty (30) calendar days' notice to cure any such material breach of this Agreement. Failure of either party to cure a material breach shall subject this Agreement to immediate termination.

This Agreement may be terminated by either party, without cause, upon 90 calendar days written notice to the other party. In the event there is a health, safety and/or welfare issue then this Agreement may be terminated immediately upon the provision of written notice to the other party.

19. NOTICES.

All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) United States certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE CITY:

City of Winter Haven
Attention: City Manager
451 Third Street, N.W. (33881)
Post Office Box 2277
Winter Haven, FL 33883-2277

COPIES TO: (*which **shall not** constitute notice*)

Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
245 South Central Avenue
Post Office Drawer 30
Bartow, Florida 33831-0030

Chief Vance Monroe
Winter Haven Police Department
125 North Lake Silver Drive, N.W.
Winter Haven, Florida 33881

Airport Director Winter Haven
Regional Airport
2073 U. S. Highway 92 West
Winter Haven, Florida 33881

Civil Air Patrol:
Civil Air Patrol, Florida Wing HQ
Attn: COL Luis Garcia, CO
4040 Crossfield Way, Suite 6
Lakeland, FL 33811

20. MODIFICATION.

This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the City and CAP and approved by the City Commission of the City . Moreover, no oral modifications will be effective or binding on either the City or CAP regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

21. SUBLEASE.

CAP shall not knowingly sublease or use the Portable Building and/or the Permanent Building for any functions or activities which would be in competition with functions, activities, services, or programs provided by the Police Department of the City or the Winter Haven Regional Airport. The Portable Building and the Permanent Building shall not, at any time during the Initial Term of this Agreement and/or any renewal of same, be sublet or subject to any alternative use arrangement.

22. ASSIGNMENT.

CAP shall not, without the prior written consent of the City, assign, sublease, encumber, dispose of, convey or transfer in whole or in part this Agreement or any interest under it, which consent by the City may be withheld, conditioned, and/or delayed and shall be subject to the terms and conditions set forth herein.

23. GOVERNING LAW AND VENUE.

This Agreement shall be governed by applicable Federal law(s) and the laws of the State of Florida. The parties stipulate that venue for any matter, action, proceeding, or litigation arising hereunder shall be exclusively in the State Courts in and for Polk County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

24. MEDIATION OF DISPUTES.

In the event a dispute arises between the City and CAP as to the Agreement, the performance due hereunder, or the Agreement as a whole, both the City and CAP agree that upon the written request of either party, they will attempt to resolve the dispute through non-binding mediation. The City and CAP agree to participate in the mediation as soon as possible after a request is made and to participate in good faith. The City and CAP further agree that the mediation will be conducted by a Mediator certified by the Supreme Court of Florida and shall be held in Polk County, Florida. The Mediator shall be chosen by the City, and the City and CAP shall share the Mediator's fee equally.

25. CALCULATION OF TIME PERIODS.

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

26. AUTHORITY.

Both the City and CAP represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

27. EXHIBITS.

All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

28. DUTY TO COOPERATE AND ACT IN GOOD FAITH.

The City and CAP acknowledge and agree that it is in their best interests and the best interests of the public and the citizens and residents of the City that the Property be operated and managed in accordance with the terms, covenants and conditions contained herein, and both the City and CAP shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

29. ENTIRE AGREEMENT.

The City and CAP agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

30. LIMITATION OF LIABILITY

IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

31. PUBLIC RECORDS. CAP and the City agree that in the event that CAP's activities authorized under this Agreement constitute services, then CAP shall comply with Florida's public record laws to specifically include the following:

CAP agrees to:

31.1 Keep and maintain public records required by the City to perform any services.

31.2 Upon request from the City's custodian of records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

31.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CAP does not transfer the records to the City.

31.4 Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of CAP or keep and maintain public records required by the City to perform any services. If CAP transfers all public records to the City upon completion of the Agreement, CAP shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. If CAP keeps and maintains public records upon completion of the Agreement, CAP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF the undersigned each have executed this Agreement or caused this Agreement to be executed by its respective duly authorized officers on the day and year first above written.

CITY OF WINTER HAVEN

BY:_____
Mayor – Commissioner

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY:_____
City Attorney

Civil Air Patrol National Headquarters

By:_____
TITLE: Chief Operating Officer

ATTEST:

BY: _____
TITLE: Civil Air Patrol Wing Commander

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
CAP FLWG or National HQ Legal Officer



Exhibit A for Civil Air Patrol-City of Winter Haven facility lease. Winter Haven Police Training Center South End of Gilbert Field

Main Classroom Building Grey Roof Bottom Center of Image. "Temporary Building" slated for CAP lease is brown roof building just west of main building.

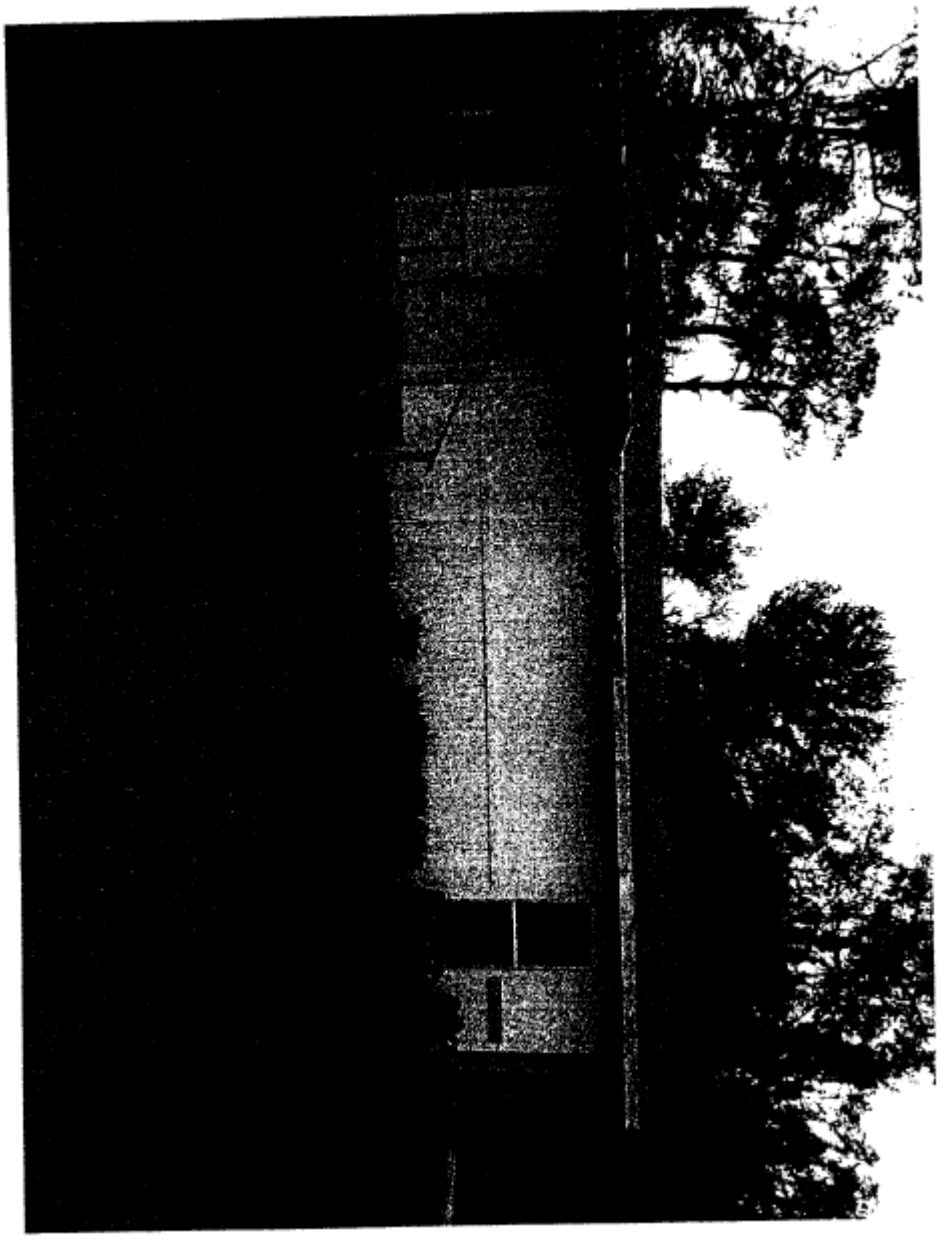


Exhibit B- Civil Air Patrol-City of Winter Haven Lease
Police Training Center Temporary Building

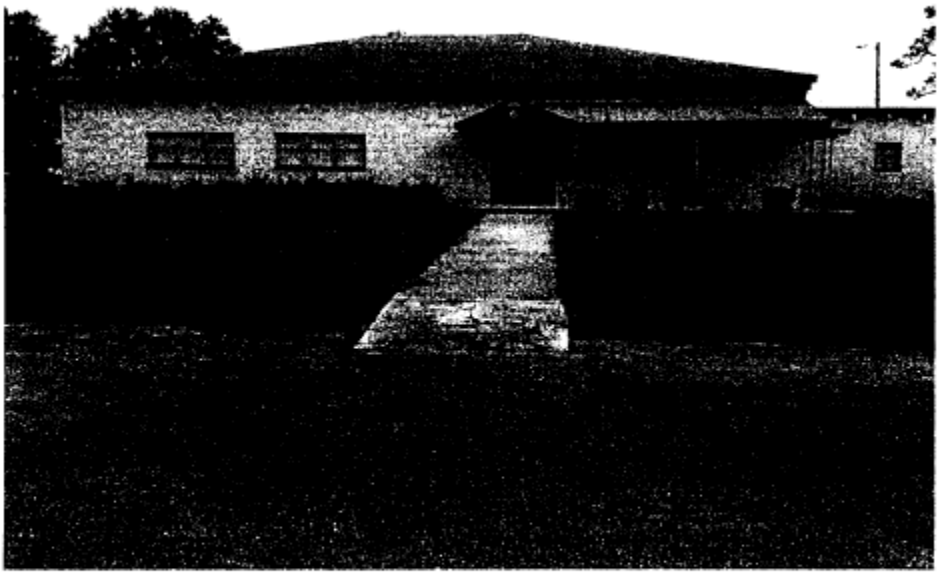


Exhibit C- Civil Air Patrol-City of Winter Haven Lease
Winter Haven Police Training Center Main Classroom Building

FIRST AMENDED SUBLEASE/USE AGREEMENT

THIS FIRST AMENDED SUBLEASE/USE AGREEMENT (hereafter "Agreement") is made and entered into this the _____ day of _____, 2024, by and between the **CITY OF WINTER HAVEN, A FLORIDA MUNICIPAL CORPORATION BY AND THROUGH THE POLICE DEPARTMENT OF THE CITY OF WINTER HAVEN(WHPD)**, hereinafter referred to as "City" and Civil Air Patrol**,** a Congressionally chartered, private nonprofit corporation that serves as the official civilian auxiliary of the US Air Force, hereinafter referred to as "CAP" for the sub lease and use of portions of certain City-owned property which is located at the Winter Haven Regional Airport and more commonly known as the WHPD Training Center.

WITNESSETH

WHEREAS, the City of Winter Haven is a Florida municipal corporation; and

WHEREAS, the Polk Squadron, based in Winter Haven (organizational code FL 274) is a sub-unit of the Florida Wing unit of CAP, which is the civilian auxiliary of the U. S. Air Force; and

WHEREAS, the City owns and operates the Winter Haven Regional Airport which is located in the City; and

WHEREAS, the City owns, controls, and through the WHPD operates a training facility which is located at the Winter Haven Regional Airport as more particularly depicted in Exhibit "A" attached hereto and made a part hereof by reference and more commonly referred to as the WHPD Training Center; and

WHEREAS, CAP desires to sublease a certain portable building which is not currently being used by the City and located at the Winter Haven Regional Airport at the WHPD Training Center as more particularly depicted in Exhibit "B" attached hereto and made a part hereof by reference and use a portion of a Permanent Building at the WHPD Training Center for the purposes more specifically set forth herein as more particularly depicted on Exhibit "C" attached hereto and made a part hereof by reference; and

WHEREAS, CAP desires to use the portable building as depicted on Exhibit "B" attached hereto at the WHPD Training Center and that portion of the Permanent Building located at the WHPD Training Center as depicted on Exhibit "C" attached hereto for the purpose of conducting authorized CAP activities and programs, including but not limited to, aerospace education and leadership classes; public affairs activities and exhibits; member training; unit administration; unit

meetings; emergency services for search and rescue disaster relief, and communications; and such other activities and missions as are authorized by the Civil Air Patrol and approved in writing by the City; and

WHEREAS, CAP has an interest in providing such activities and programs to the citizens of the City and is well qualified to do so, and

WHEREAS, the City acknowledges that, by entering into this Agreement, the citizens and residents of the City will benefit from CAP's ability to provide among other things various services, including but not limited to, assistance in the event of natural disaster(s); to assist with and improve search and rescue efforts; and to educate the local community on disaster preparedness; and

WHEREAS, the City has found that it is the best interests of the citizens and residents of the City to enter into this Agreement for the sublease/use of that certain Portable as more particularly depicted in Exhibit "B" attached hereto and the use of portions of the Permanent Building (excluding portions of the Permanent Building used by the WHPD for its Explorers Program) all located at the WHPD Training Center as more particularly depicted in Exhibit "C" attached hereto; and

WHEREAS, the City has by Resolution R-24-45 determined that the provision of these activities and programs by CAP will promote public health, safety or welfare, will serve the public and community interest and welfare, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the purposes for which the Portable Building and portions of the Building as more particularly depicted on Exhibits "B" and "C" attached hereto were constructed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree to the following.

1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the City and CAP.

2. LEASED PREMISES.

The City does hereby sublease, demise, and let to CAP the following described premises, with the appurtenances and other structures thereon, situate in the City and more particularly described as follows:

A Portable Building located at the WHPD Training Center as more

particularly depicted on Exhibit "B" attached hereto and incorporated herein by reference, (hereafter referred to as Portable Building) and a portion of a Building (excluding portions of the Building used by the WHPD for its Explorers Program) located at the WHPD Training Center as more particularly depicted on Exhibit "C" attached hereto and incorporated by reference (hereafter referred to as Permanent Building).

3. TERM.

The initial term of this Agreement shall be for a one (1) year period, commencing on the 1st day of October, 2024, and continuing through the 30th day of September, 2025, (hereafter the "Initial Term"). Upon the expiration of the Initial Term, unless written notice of termination is provided by either the City or CAP, this Agreement shall automatically renew for an additional one (1) year term.

4. USE.

City grants permission for CAP to enter onto to develop and maintain squadron facilities in said Portable Building. CAP shall utilize those authorized portions of the Permanent Building primarily for the purpose of conducting authorized CAP activities and programs, including but not limited to, aerospace and education and leadership classes, public affairs activities and exhibits, member training, unit administration, unit meetings, emergency services for search and rescue, and disaster relief, and such other activities and missions as are authorized by the Civil Air Patrol and approved in writing by the City. CAP shall use the Portable Building solely for the activities and missions as are authorized by the CAP consistent with the terms of this Agreement and subject to coordination and scheduling with the City through designated representatives of the WHPD. All CAP materials and/or equipment shall only be stored in the Portable Building. Any CAP materials and/or equipment used in the authorized portions of the Permanent Building for the above approved activities, shall be removed and stored in the Portable Building immediately after the conclusion of said activities. Garbage cans will be emptied at the conclusion of each event.

5. RENT.

During the Initial Term of this Agreement and any renewal thereof, CAP shall pay to the City nominal rent in the amount of $1.00 per year on or before the Effective Date and the anniversary date of and/or for each year that this Agreement is in effect.

6. ACCESS.

CAP shall have access to the Portable Building and those authorized portions of the Permanent Building 7 days a week, 24 hours a day. CAP's use of those authorized portions of the Permanent Building, is on the condition that CAP's use does not interfere as determined solely by the City with the WHPD's use of the Permanent Building, and is scheduled and coordinated with the City through designated representatives of the WHPD.

Prior to the Effective Date of this Agreement, the Permanent Building was in use as part of the official training center for the WHPD (the WHPD Training Center) and as of the Effective Date of this Agreement, the WHPD intends to continue to use the Permanent Building for such purposes. Accordingly, any use of the authorized portions of the Permanent Building by CAP shall be subordinate to the WHPD's continued use of the Permanent Building. Thus both CAP and the WHPD agree to jointly meet in order to develop a schedule of use for those authorized portions of the Permanent Building by CAP that is consistent with such continued use by the WHPD of the Permanent Building.

CAP shall not be liable for the conduct of the City and/or its agents utilizing the Portable Building or the Permanent Building. The City shall not be liable for the conduct of CAP and/or its agents utilizing the Portable Building and/or the Permanent Building.

7. PROPERTY RIGHTS RESERVED AND SUBORDINATION.

This Agreement creates a permissive use only and the granting of same shall not operate to create or to vest any property rights in the Portable Building and/or the Permanent Building in CAP. The aforementioned permissive use of the Portable Building and those authorized portions of the Permanent Building is granted for the term herein, subject to termination by City in accordance with Paragraph 18 of this Agreement. Furthermore, this Agreement shall not restrict the right and interest of City in the general use, maintenance, and quiet enjoyment of the WHPD Training Center as more particularly depicted on Exhibit "A" attached hereto and incorporated by reference and shall not interfere with the property and rights of the City.

This Agreement and all provisions hereof shall be subject and subordinate to the terms and conditions of the agreements, instruments, and documents under which the City acquired the property which is the subject of this Agreement and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the agreement(s), instrument(s), and document(s) granting to the City the use of the property, and any existing and/or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the City, pertaining to the Winter Haven Regional Airport.

This Agreement shall also be subordinate to the provisions of any existing or future agreement entered into between the City and the United States for the improvement or operation and maintenance of the Wintr Haven Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Winter Haven Regional Airport.

8. UTILITIES/JANITORIAL.

CAP shall be responsible for installation, connection, maintenance, and payment of any and all utilities it may desire along with all janitorial services for the Portable Building. To the extent that CAP's use of the Permanent Building under the terms of this Agreement, increases the average monthly costs that the WHPD has paid for all utilities including but not limited to electric, trash, waste disposal, sewer, water and re-use water services, telephone and other telecommunications, cable or satellite television, over the previous twelve (12) months prior to the effective date of this Agreement, then CAP agrees to pay upon receiving written notice from the City any and all amounts for said utilities that exceed the said average monthly cost. Payment shall be made by CAP within 30 calendar days of the date of any notice for same. City shall not be liable in any manner for damages to CAP, or for any other claim by CAP resulting from any interruption in utility services for either the Portable Building and/or the Permanent Building.

9. MAINTENANCE AND REPAIR.

CAP acknowledges and represents that it has inspected both the Portable Building and the Permanent Building that are the subject of this Agreement prior to entering into this Agreement and finds them suitable for CAP's intended use as permitted under this Agreement. CAP further acknowledges and agrees that it accepts the Portable Building and the Permanent Building in its current condition "AS IS" and that the City makes no representations as to the condition of the Portable Building and the Permanent Building including but not limited to whether or not the Portable Building and/or the Permanent Building are compliant with any Americans with Disability (ADA) laws, rules and regulations. CAP further acknowledges and understands that but for the entry into this Agreement, the City would have had the Portable Building removed from the WHPD Training Center property for scrap and salvage value.

a. CAP's Obligations

CAP shall at its sole cost and expense be responsible for any and all interior and exterior maintenance, upkeep and all repairs both exterior and interior that CAP determines may

be necessary for the Portable Building and keep the interior of the Portable Building clean and orderly in accordance with any applicable laws, regulations, or ordinances. CAP shall at its sole cost and expense when it is using those authorized portions of the Permanent Building keep the interior of the Permanent Building clean and orderly in accordance with any applicable laws, regulations, or ordinances. The City reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Portable Building and/or the Permanent Building to ensure that CAP is meeting its obligations under the terms of this Agreement. All improvements and any changes made by CAP to the interior of either the Portable Building and/or the Permanent Building shall be at the sole cost of CAP and subject to prior written approval by the City.

CAP, at its sole cost and expense, shall be responsible for all interior and exterior signage it desires and signs which CAP desires in order to advertise its programs, excluding parking signs. However, all signage must comply with applicable laws, rules and regulations and must be preapproved by the City. Such signs must also comply with any applicable jurisdiction's codes or ordinances.

b. City's Obligations.

The City shall maintain the Permanent Building's exterior in as good a condition as it currently exists subject to ordinary wear and tear. The City shall be responsible for the cost and provision of ground maintenance around the exterior of the Portable Building and the Permanent Building as the City determines in its sole discretion is appropriate. The City shall be responsible for maintenance and repair of the sidewalks and parking lot, parking lot light poles including light bulbs, and flag pole within the WHPD Training Center property as the City in its sole discretion determines is appropriate. All inspections, maintenance, and repair of the fire extinguishers for the Permanent Building, and the Portable Building, if any, shall be the responsibility of the City as the City in its sole discretion determines is appropriate.

10. VIOLATION OF PROVISIONS.

Any violation of the provisions herein will constitute a breach of the conditions of this Agreement and may result in the cancellation of same. The City shall notify CAP of any violation of the provisions of this Agreement in writing. Such notice shall identify the provision(s), which

is being violated, and how it is being violated. CAP shall then have 30 calendar days within which to fix the violation to the City's reasonable satisfaction. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed to the City's reasonable satisfaction, the City has the right to issue a notice of termination/cancellation effective immediately at the end of the 30 calendar day period. In the event of cancellation or termination of this Agreement, CAP shall remove its personal property from the Permanent Building and the Portable Building. Any personal property not removed within ninety (90) calendar days from the effective date of termination of the Agreement shall be subject to becoming the property of the City.

11. COMPLIANCE WITH LAWS.

CAP is guided by the same diversity and non-discrimination policies as the US Air Force. No person shall be subject to discrimination in the CAP or its programs because of race, color, religion, sex, age, national origin, or disability. CAP shall not deny its programs and services to members of the public with regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability. The CAP is not subject to requirements of covered entities as defined in either the Rehabilitation Act of 1973 or the Americans with Disabilities Act (ADA). However, CAP will take reasonable steps to accommodate individuals with disabilities who desire to participate in CAP events, programs, activities, and education classes.

CAP acknowledges that the Portable Building and Permanent Building which are the subject of this Agreement shall be subject to all laws and ordinances of the State of Florida and the City , and that the police and code enforcement officers of the City and other duly constituted officers of the law shall have the same rights and powers as to entry upon said property that is the subject of this Agreement for the enforcement of the laws of the State of Florida and the ordinances of the City , to the same extent and in the same manner as they would have in or upon property privately owned or controlled.

12. INDEMNIFICATION & INSURANCE.

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

The City and the CAP agree to be responsible for their own acts of negligence or their

respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for damages resulting from said negligence subject to statutorily established liability limits including but not limited to those set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed to be a waiver of City's sovereign immunity under applicable Fllrida law including but not limited to liability pursuantto Section 768.28 of the Florida Statutes regardless of whether such claims are based in contract, statute, strict liability, negligence, product liability or otherwise. The CAP, as an instrumentality of the United States of America is, in essence, self-insured, and carries no commercial liability insurance. However, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC § 2671 et. seq.), the United States of America may be liable to third parties for personal injury or damage or loss of property caused by the negligent acts or omissions of members of the CAP while assigned to duty and acting within the scope of their duties.

To the extent authorized by applicable law, CAP agrees to indemnify and hold harmless the City for any claim, judgment, cost, damage, or any other liability (including attorney's fees and costs incurred by the City including on appeal) arising out of any bodily injuries and/or property damage (except to the extent caused by the City's negligence) that may occur on the property which is the subject of this Agreement.

Any remedy provided to the City or CAP or the parties respective elected and appointed officials, officers, employees or agents by any insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or Federal and/or Florida law. CAP shall require its contractors and subcontractors to maintain all insurance required by law.

As an entity of the United States, CAP does not maintain worker's compensation insurance coverage. A CAP member who is injured or dies while performing assigned duties and acting as an employee of the US Air Force may be entitled to statutorily prescribed medical treatment and/or death or disability compensation from the United States Department of Labor as a Federal employee under the Federal Employees Compensation Act. 5 U.S.C. 8101 *et seq.* To the extent authorized by applicable law, CAP hereby agrees to indemnify and hold harmless the City for any claim, judgment, cost, damage, or any other liability (including attorney's fees incurred by the City including on appeal) arising out of any injuries and/or damages of any CAP member occurring while on the Portable Building and/or Permanent Building and associated grounds which are the subject of this Agreement.

The City understands that the CAP, as an instrumentality of the United States of America

is statutorily prohibited by the Anti-Deficiency Act (31 U.S.C. § 1341) from entering into agreements to indemnify or hold harmless any party or to enter into any agreement providing liquidated damages.

Neither CAP nor the City intend by entering into this Agreement to waive their sovereign immunity and/or their limits of liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Provided further that City and CAP acknowledge that the Federal Tort Claims Act (Title 28, United States Code) and/or the Florida Tort Claims Act (Chapter 768, Florida Statutes) address tort liability for negligence suits brought against CAP and/or the City.

City and CAP agree that Section 768.28, Florida Statutes, is hereby incorporated into this Agreement and adopt the limits of liability stated therein as the limits of liability under this Agreement as to any claim or cause made hereunder whether sounding in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Any indemnification provided herein shall survive the expiration, cancellation and/or termination of this Agreement.

13. SURRENDER OF PREMISES.

CAP shall surrender the Portable Building and the Permanent Building to the City at the end of the Agreement term in generally the same condition as when CAP took possession, allowing for changes and modifications agreed to in writing by the parties over time, reasonable wear and tear, and damages by acts of God, including fire and storm. CAP shall remove all business signs or symbols placed in or on the Portable Building and the Permanent Building by CAP and restore the portion of the Permanent Building on which they were placed in the same condition as before placement subject to ordinary wear and tear. Before surrendering the Permanent Building, CAP shall have ninety (90) days' notice in writing to surrender the Portable Building and the Permanent Building unless the City determines that there should be immediate surrender due to health, safety, and/or welfare reasons as may be determined by the City in its sole and absolute discretion.

14. PARTIAL DESTRUCTION OF PREMISES.

Partial destruction of the Permanent Building shall not render this Agreement void, or terminate it except as herein provided. If the Permanent Building is partially destroyed during the term of this Agreement, the City may endeavor to make repairs, providing the City has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) calendar days of the partial destruction. If the repairs cannot be so made in ninety (90) calendar days and the City does not elect to make them within a

reasonable time, either party hereto has the option to terminate this Agreement. If the Permanent Building is more than one-third destroyed, the City or CAP may at its option terminate this Agreement, by giving ninety (90) calendar days' notice in writing of the option to terminate.

15. CITY'S ENTRY FOR INSPECTION AND MAINTENANCE.

Repairs and maintenance that CAP desires for the Portable Building and those authorized portions of the Permanent Building that CAP is allowed to use under this Agreement, shall be at CAP's sole cost and expense and must be preapproved in writing by the City. Provided, however, such authorized repairs and maintenance undertaken by CAP shall not unduly interfere with the WHPD's use of the Permanent Building. Provided further, the City may, in connection with alterations, additions, or repairs to the Permanent Building, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to CAP for disturbance of quiet enjoyment of the either the Portable Building and/or the Permanent Building, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.

To the extent that the City performs any maintenance and repairs that CAP is obligated to perform then CAP agrees to pay the City for any and all actual costs of said maintenance and repairs within thirty (30) calendar days after provision of written notice by the City to CAP. Any such amounts claimed due and owing by the City shall be considered as additional rent due under this Agreement and the City shall have all remedies under Florida law for the collection of same.

16. FORCE MAJEURE.

In the event either the City and/or CAP shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, riots, insurrection, war, acts of God, extreme weather conditions, terrorism, epidemic, pandemic, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

17. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance(s) shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstance(s) other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of

this Agreement shall be valid and enforced to the fullest extent permitted by law. The City and CAP further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18. TERMINATION.

This Agreement may be terminated by either party, for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Agreement which has not been cured upon reasonable notice to do so. For purposes of this provision, reasonable notice shall mean thirty (30) calendar days' notice to cure any such material breach of this Agreement. Failure of either party to cure a material breach shall subject this Agreement to immediate termination.

This Agreement may be terminated by either party, without cause, upon 90 calendar days written notice to the other party. In the event there is a health, safety and/or welfare issue then this Agreement may be terminated immediately upon the provision of written notice to the other party.

19. NOTICES.

All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) United States certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE CITY:

City of Winter Haven
Attention: City Manager
451 Third Street, N.W. (33881)
Post Office Box 2277
Winter Haven, FL 33883-2277

COPIES TO: (*which **shall not** constitute notice*)

Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
245 South Central Avenue
Post Office Drawer 30
Bartow, Florida 33831-0030

Chief Vance Monroe
Winter Haven Police Department
125 North Lake Silver Drive, N.W.
Winter Haven, Florida 33881

Airport Director Winter Haven
Regional Airport
2073 U. S. Highway 92 West
Winter Haven, Florida 33881

Civil Air Patrol:
Civil Air Patrol, Florida Wing HQ
Attn: COL Luis Garcia, CO
4040 Crossfield Way, Suite 6
Lakeland, FL 33811

20. MODIFICATION.

This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the City and CAP and approved by the City Commission of the City . Moreover, no oral modifications will be effective or binding on either the City or CAP regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

21. SUBLEASE.

CAP shall not knowingly sublease or use the Portable Building and/or the Permanent Building for any functions or activities which would be in competition with functions, activities, services, or programs provided by the Police Department of the City or the Winter Haven Regional Airport. The Portable Building and the Permanent Building shall not, at any time during the Initial Term of this Agreement and/or any renewal of same, be sublet or subject to any alternative use arrangement.

22. ASSIGNMENT.

CAP shall not, without the prior written consent of the City, assign, sublease, encumber, dispose of, convey or transfer in whole or in part this Agreement or any interest under it, which consent by the City may be withheld, conditioned, and/or delayed and shall be subject to the terms and conditions set forth herein.

23. GOVERNING LAW AND VENUE.

This Agreement shall be governed by applicable Federal law(s) and the laws of the State of Florida. The parties stipulate that venue for any matter, action, proceeding, or litigation arising hereunder shall be exclusively in the State Courts in and for Polk County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

24. MEDIATION OF DISPUTES.

In the event a dispute arises between the City and CAP as to the Agreement, the performance due hereunder, or the Agreement as a whole, both the City and CAP agree that upon the written request of either party, they will attempt to resolve the dispute through non-binding mediation. The City and CAP agree to participate in the mediation as soon as possible after a request is made and to participate in good faith. The City and CAP further agree that the mediation will be conducted by a Mediator certified by the Supreme Court of Florida and shall be held in Polk County, Florida. The Mediator shall be chosen by the City, and the City and CAP shall share the Mediator's fee equally.

25. CALCULATION OF TIME PERIODS.

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

26. AUTHORITY.

Both the City and CAP represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

27. EXHIBITS.

All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

28. DUTY TO COOPERATE AND ACT IN GOOD FAITH.

The City and CAP acknowledge and agree that it is in their best interests and the best interests of the public and the citizens and residents of the City that the Property be operated and managed in accordance with the terms, covenants and conditions contained herein, and both the City and CAP shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

29. ENTIRE AGREEMENT.

The City and CAP agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

30. LIMITATION OF LIABILITY

IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

31. PUBLIC RECORDS. CAP and the City agree that in the event that CAP's activities authorized under this Agreement constitute services, then CAP shall comply with Florida's public record laws to specifically include the following:

CAP agrees to:

31.1 Keep and maintain public records required by the City to perform any services.

31.2 Upon request from the City's custodian of records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

31.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CAP does not transfer the records to the City.

31.4 Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of CAP or keep and maintain public records required by the City to perform any services. If CAP transfers all public records to the City upon completion of the Agreement, CAP shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. If CAP keeps and maintains public records upon completion of the Agreement, CAP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF the undersigned each have executed this Agreement or caused this Agreement to be executed by its respective duly authorized officers on the day and year first above written.

CITY OF WINTER HAVEN

BY:_____
Mayor – Commissioner

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY:_____
City Attorney

Civil Air Patrol National Headquarters

By:_____
TITLE: Chief Operating Officer

ATTEST:

BY: _____
TITLE: Civil Air Patrol Wing Commander

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
CAP FLWG or National HQ Legal Officer

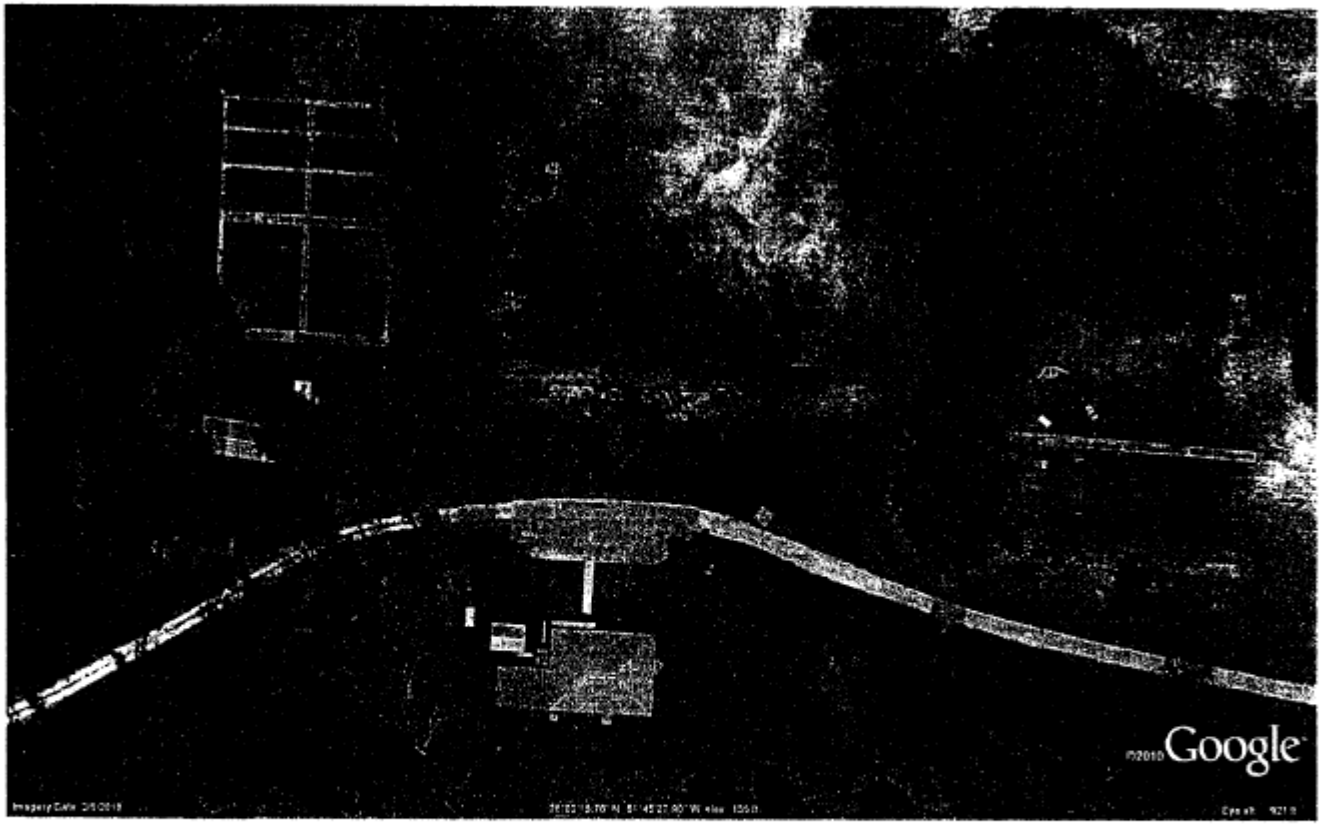


Exhibit A for Civil Air Patrol-City of Winter Haven facility lease. Winter Haven Police Training Center South End of Gilbert Field

Main Classroom Building Grey Roof Bottom Center of Image. "Temporary Building" slated for CAP lease is brown roof building just west of main building.

Exhibit B- Civil Air Patrol-City of Winter Haven Lease
Police Training Center Temporary Building

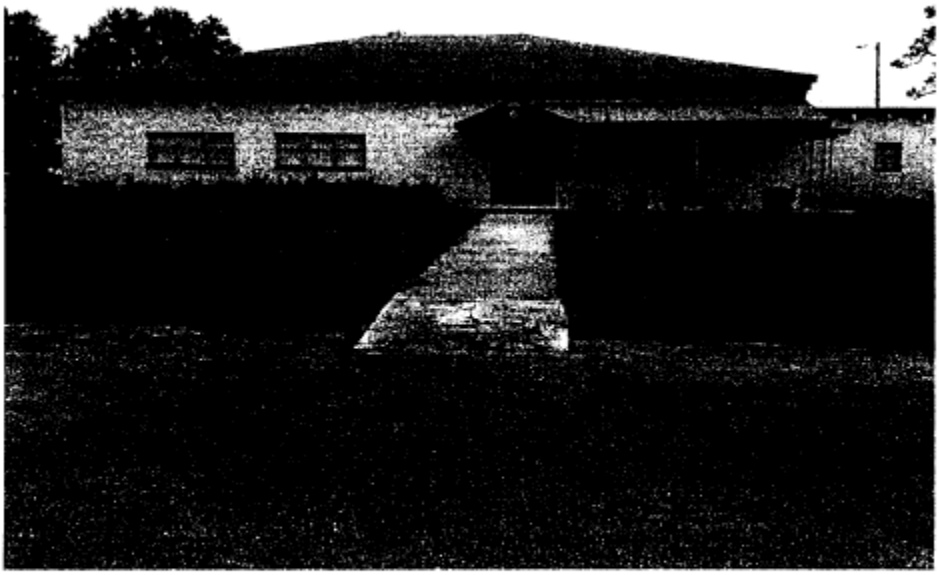


Exhibit C- Civil Air Patrol-City of Winter Haven Lease
Winter Haven Police Training Center Main Classroom Building

RESOLUTION NO. R-24-48

A RESOLUTION OF THE CITY OF WINTER HAVEN, FLORIDA EXTENDING THE STATE OF LOCAL EMERGENCY DECLARED IN RESOLUTION R-24-47 REGARDING HURRICANE MILTON; AUTHORIZING MUNICIPAL OFFICERS TO CONTINUE TO TAKE ALL NECESSARY EMERGENCY MEASURES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, at approximately 8:30 P.M. on Wednesday, October 9, 2024, Hurricane Milton made landfall at Siesta Key, Florida as a Category 3 major hurricane with sustained winds of 120 miles per hour; and

WHEREAS, between approximately 12:00 A.M. on Thursday, October 10, 2024, and 1:00 A.M., Thursday, October 10, 2024, the center of the eye of Hurricane Milton traveled within 9 miles of the city center of Winter Haven, Florida, as a Category 1 - Category 2 hurricane with sustained winds in the City and surrounding areas between 75 and 110 miles per hour; and

WHEREAS, on Saturday, October 5, 2024, and on Sunday, October 6, 2024, the Governor of the State of Florida issued Executive Orders 24-214 and 24-215 declaring that a State of Emergency existed in Polk County, Florida, as a consequence of Hurricane Milton; and

WHEREAS, on Monday, October 7, 2024, in Declaration of State of Local Emergency 24-01, Polk County, Florida government declared a local state of emergency within all of Polk County, Florida as a result of Hurricane Milton pursuant to Chapter 252, Florida Statutes; and

WHEREAS, on Monday October 7, 2024, the City Commission of the City of Winter Haven, Florida adopted Resolution R-24-47 and declared a local state of emergency within Winter Haven, Florida, as a result of Hurricane Milton pursuant to Chapter 252 Florida Statutes; and

WHEREAS, pursuant to Chapter 252 of the Florida Statutes, commonly known as the *State Emergency Management Act*, political subdivisions of the State of Florida such as the City of Winter Haven have the power to declare a local state of emergency regarding inclement weather events and extend the same, as necessary, in 7-day increments, among other powers; and

WHEREAS, on October 9 and October 10, 2024, Hurricane Milton brought heavy rainfall, flash flooding, strong winds, and tornadic activity to the Greater City of Winter Haven area, such that the City Commission finds that conditions warranting emergency action under the *State Emergency Management Act* and the City's *Charter and Code of Ordinances* continue to be present as the City recovers from severe weather-related and hurricane-related conditions;

NOW, THEREFORE,

Be it resolved by the city commission of the City of Winter Haven, Florida:

Section 1. Findings.

The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. State of Emergency Ratified, Renewed and Extended; Acts of Officers Ratified.

Hurricane Milton and its aftermath continues to constitute a serious threat to the lives and property of residents of Winter Haven. The State of Local Emergency declared by Resolution R-24-47 is ratified, renewed, and hereby extended by a period of seven (7) additional days to expire on Monday, October 21, 2024 at 11:59 P.M. unless further extended, as necessary, in seven (7) day increments. The State of Local Emergency shall continue to be effective for all territory within the legal boundaries of the City of Winter Haven. All powers afforded to the City by every relevant local, state and federal law and act, including but not limited to those emergency powers identified in Resolution R-24-47 and the use of all available resources of the City as reasonably necessary, continue to be authorized to be executed by appropriate City officials in order to respond to emergency conditions and to cope with the aftermath and effects of the Hurricane. All acts of municipal officers taken in response to the emergency conditions presented by Hurricane Milton, if any, between the date of entry of Executive Order 24-214 by the Florida Governor, and the date of this Resolution are ratified, confirmed, and considered to be authorized pursuant to the City's emergency powers, the declaration of a State of Emergency by the Florida Governor, and the declaration of a State of Local Emergency by the City Commission.

Section 3. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability.

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

(the rest of this page left intentionally blank)

Section 5. Effective Date.

This Resolution shall become effective immediately upon its passage and adoption

PASSED and **DULY ADOPTED** with a quorum present in voting by the City Commission of the City of Winter Haven, Florida, at a duly noticed and called Regular Meeting this 14th day of October, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr., Mayor

Attest:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr. City Attorney

DATE: September 4, 2024

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-24-45: Request by Claussen Trust to assign Neighborhood Support Future Land Use to an annexed parcel. General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres; and

Ordinance O-24-46: Request by Claussen Trust to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres.

BACKGROUND

Claussen Trust, petitioner, requests the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The property subject to this request, totaling 0.91± acres, is located at 2400 Avenue E, SW and contains a 13,716-square foot storage/warehouse building and a 1,210-square foot office building built in 1972. The parcel was annexed into the City June 24, 2024. The proposed use of the developed property is a HVAC company.

SURROUNDING USES

The subject property is surrounded by single family residential across Avenue E, SW to the north; single family residential across 24th Street, SW to the east; CSX railroad tracks to the south; and a warehouse and office building to the west. Additionally, across the railroad tracks to the south is vacant property zoned C-3.

INFRASTRUCTURE

As the property is developed, no additional demands on public infrastructure are expected at this time. Should the property be redeveloped, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Land Use for the subject parcel was Residential-Low 4 (RL-4). The requested Neighborhood Support Future Land Use is consistent with the developed use and the City

designations to the south. 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 Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), 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 assignment 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 Strategic Pillar.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its September 3, 2024 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

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

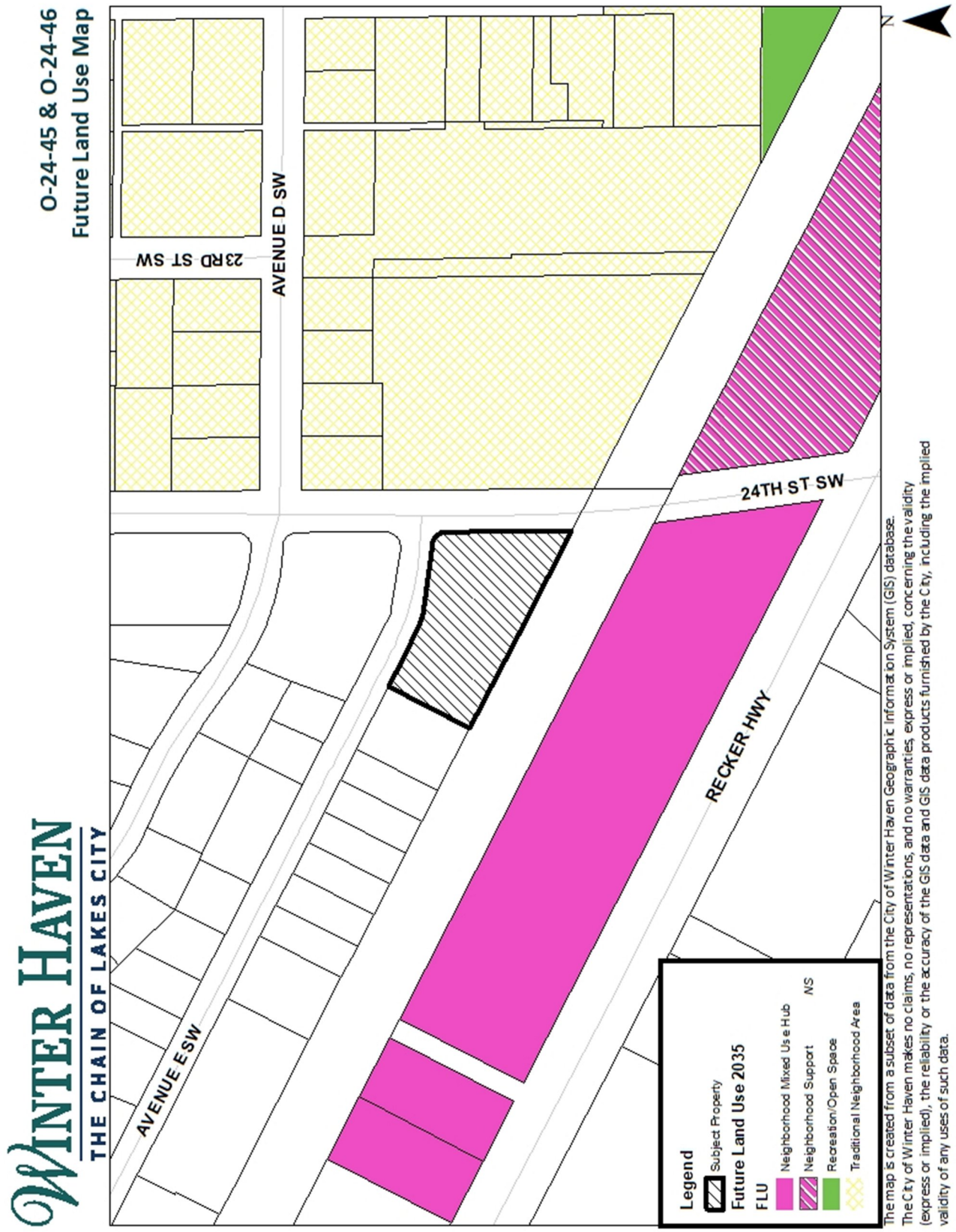
- The assignment of Neighborhood Support Future Land Use and C-3 zoning district is consistent with the developed use and surrounding City designations;
- Given the relatively shallow depth of the parcel between Avenue E, SW and the railroad tracks, the subject parcel is not well suited for residential uses; and
- As the property is already developed, no additional demands on public infrastructure are expected at this time.

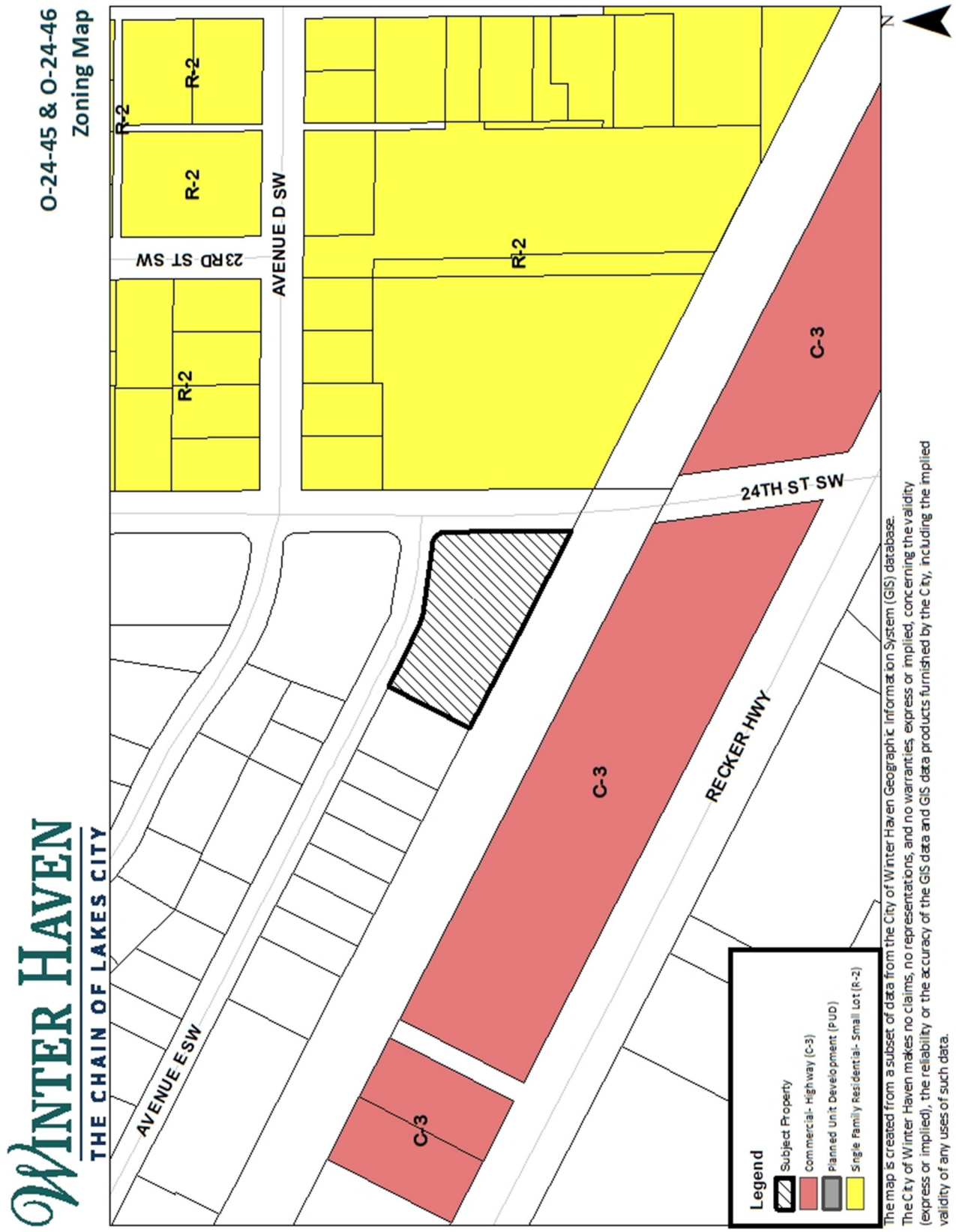
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-45 and O-24-46.

ATTACHMENTS

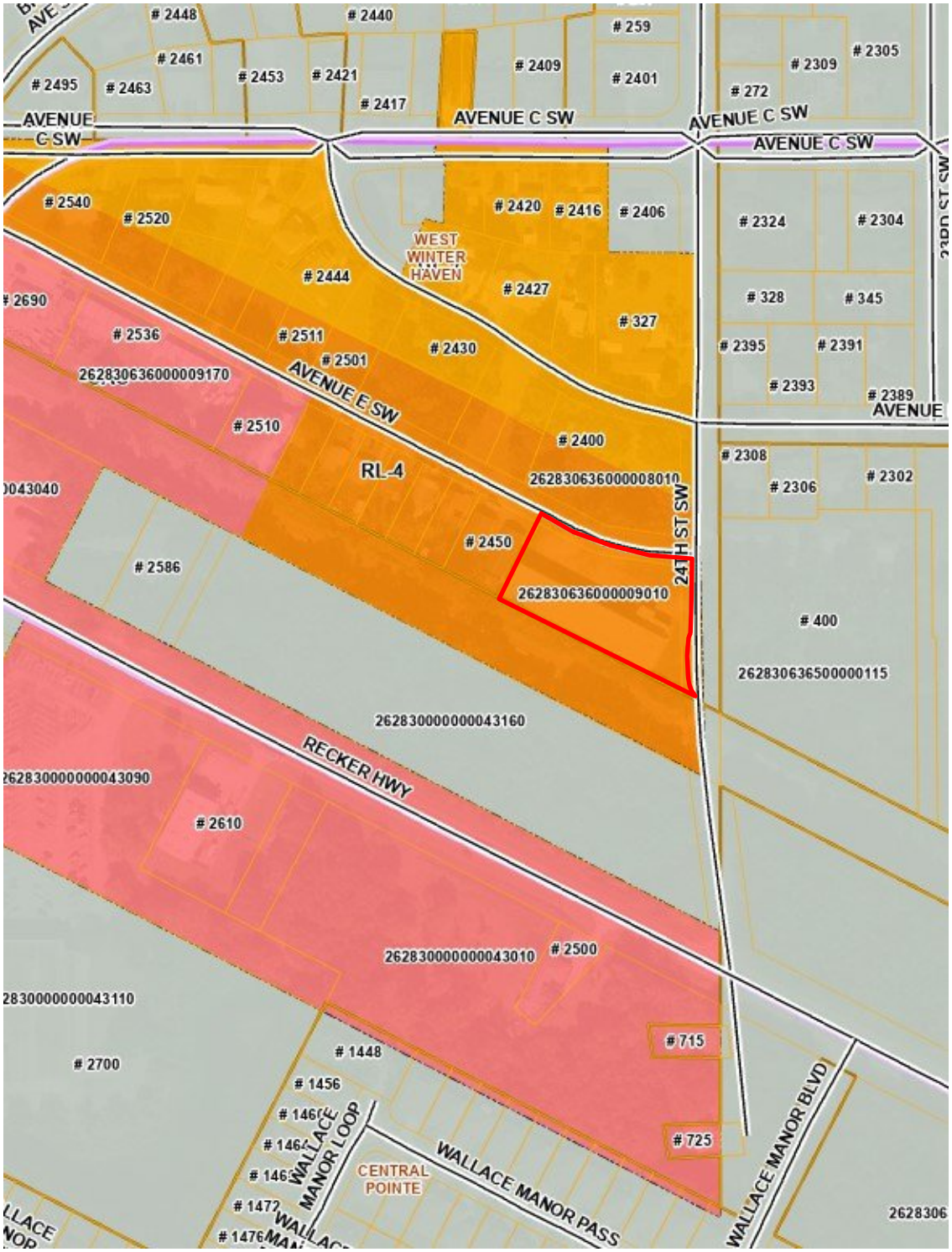
- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map


O-24-45 & O-24-46
Future Land Use Map
23RD ST SW
AVENUE D SW
24TH ST SW
RECKER HWY
AVENUE E SW
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Future Land Use 2035
FLU
Neighborhood Mixed Use Hub
Neighborhood Support
NS
Recreation/Open Space
Traditional Neighborhood Area
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-24-45 & O-24-46
Zoning Map
R-2
R-2
R-2
R-2
R-2
23RD ST SW
AVENUE D SW
C-3
24TH ST SW
C-3
RECKER HWY
C-3
AVENUE E SW
N
Legend
Subject Property
Commercial- Highway (C-3)
Planned Unit Development (PUD)
Single Family Residential- Small Lot (R-2)
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the 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-24-45 & O-24-46
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
AVENUE D SW
23RD ST SW
24TH ST SW
RECKER HWY
AVENUE E SW
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.

Polk County Land Use Map



ORDINANCE NO. O-24-45

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING NEIGHBORHOOD SUPPORT FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± 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; and

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 Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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 assigning that area as shown on Exhibit "A" as "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 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. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. 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, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 14th day of October, 2024.

PASSED on second reading this 28th day of October, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

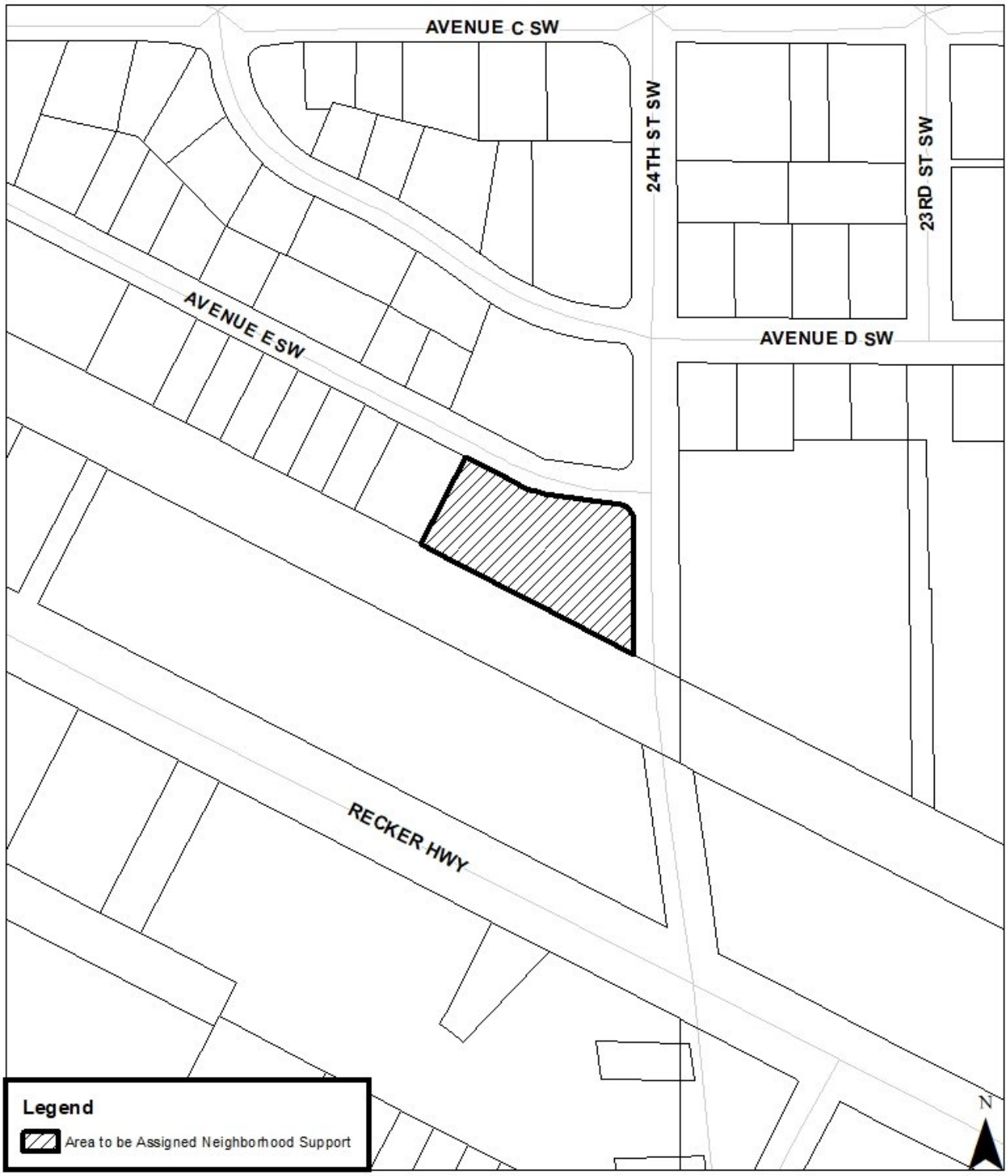
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


AVENUE C SW
24TH ST SW
23RD ST SW
AVENUE E SW
AVENUE D SW
RECKER HWY
Legend
Area to be Assigned Neighborhood Support
N

DATE: September 4, 2024

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-24-45: Request by Claussen Trust to assign Neighborhood Support Future Land Use to an annexed parcel. General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres; and

Ordinance O-24-46: Request by Claussen Trust to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres.

BACKGROUND

Claussen Trust, petitioner, requests the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The property subject to this request, totaling 0.91± acres, is located at 2400 Avenue E, SW and contains a 13,716-square foot storage/warehouse building and a 1,210-square foot office building built in 1972. The parcel was annexed into the City June 24, 2024. The proposed use of the developed property is a HVAC company.

SURROUNDING USES

The subject property is surrounded by single family residential across Avenue E, SW to the north; single family residential across 24th Street, SW to the east; CSX railroad tracks to the south; and a warehouse and office building to the west. Additionally, across the railroad tracks to the south is vacant property zoned C-3.

INFRASTRUCTURE

As the property is developed, no additional demands on public infrastructure are expected at this time. Should the property be redeveloped, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Land Use for the subject parcel was Residential-Low 4 (RL-4). The requested Neighborhood Support Future Land Use is consistent with the developed use and the City

designations to the south. 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 Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), 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 assignment 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 Strategic Pillar.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its September 3, 2024 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

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

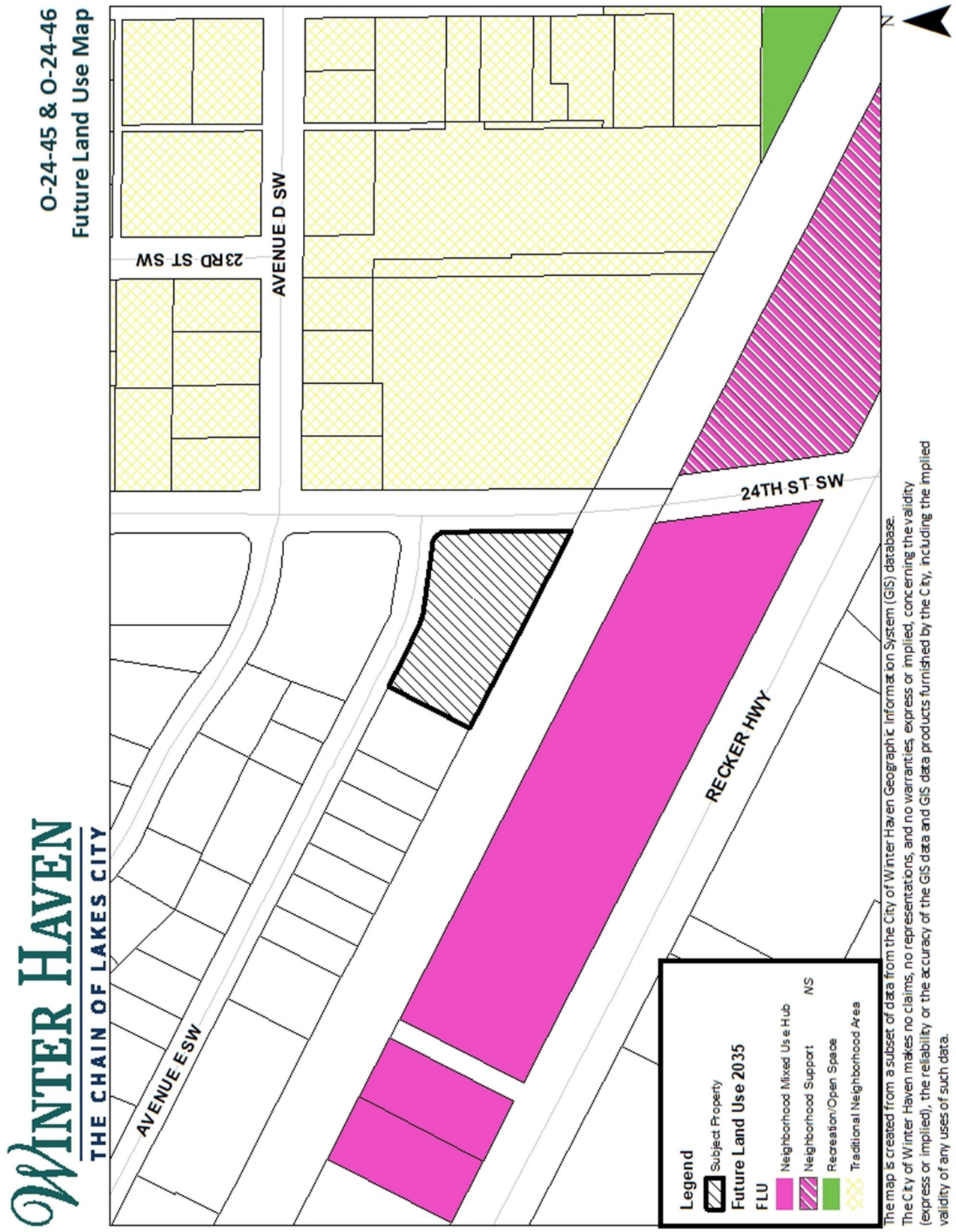
- The assignment of Neighborhood Support Future Land Use and C-3 zoning district is consistent with the developed use and surrounding City designations;
- Given the relatively shallow depth of the parcel between Avenue E, SW and the railroad tracks, the subject parcel is not well suited for residential uses; and
- As the property is already developed, no additional demands on public infrastructure are expected at this time.

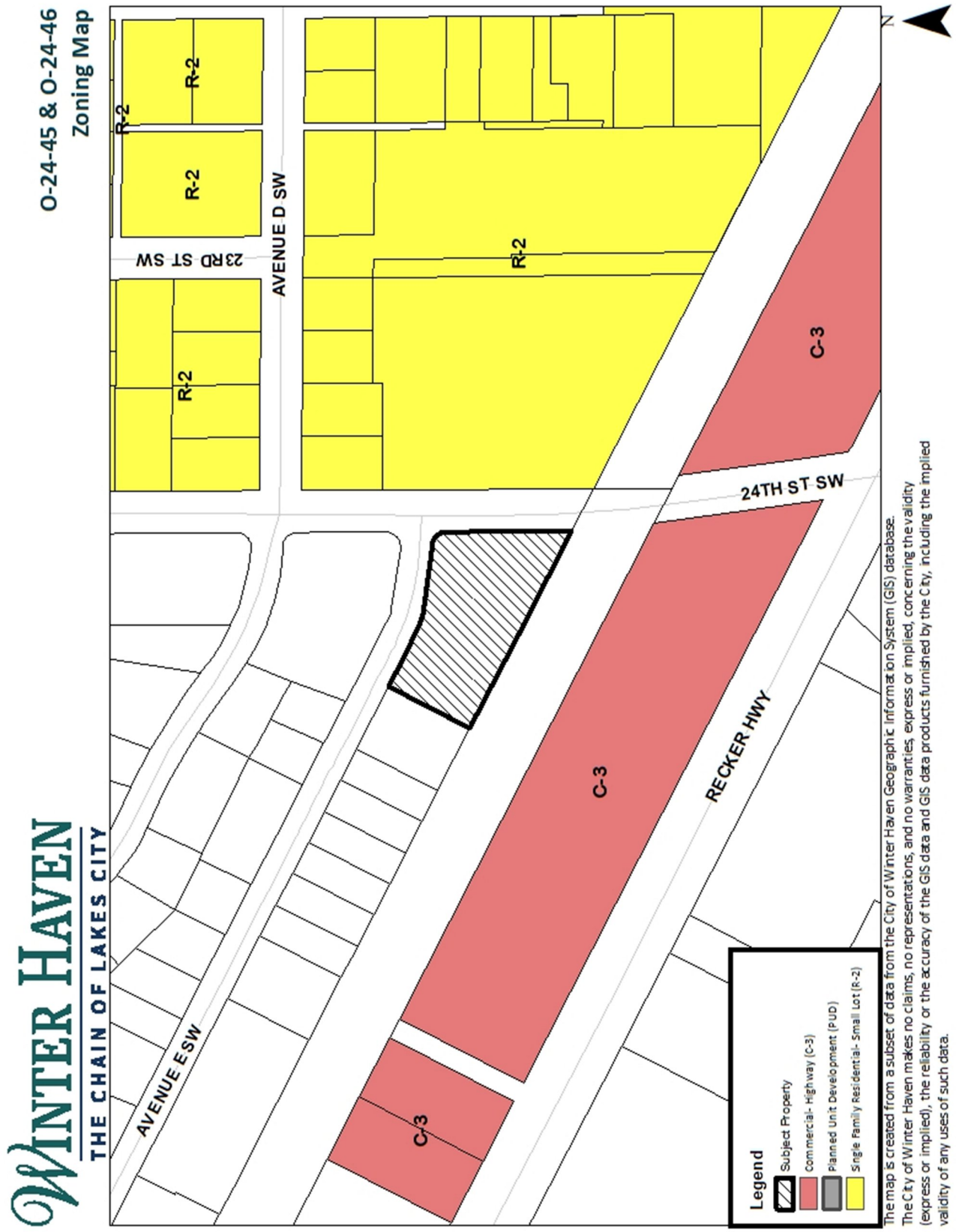
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-45 and O-24-46.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map


O-24-45 & O-24-46
Future Land Use Map
23RD ST SW
AVENUE D SW
24TH ST SW
RECKER HWY
AVENUE E SW
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Future Land Use 2035
FLU
Neighborhood Mixed Use Hub
Neighborhood Support
NS
Recreation/Open Space
Traditional Neighborhood Area
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-24-45 & O-24-46
Zoning Map
R-2
R-2
R-2
R-2
R-2
23RD ST SW
AVENUE D SW
C-3
24TH ST SW
C-3
RECKER HWY
C-3
AVENUE E SW
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Commercial- Highway (C-3)
Planned Unit Development (PUD)
Single Family Residential- Small Lot (R-2)
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.

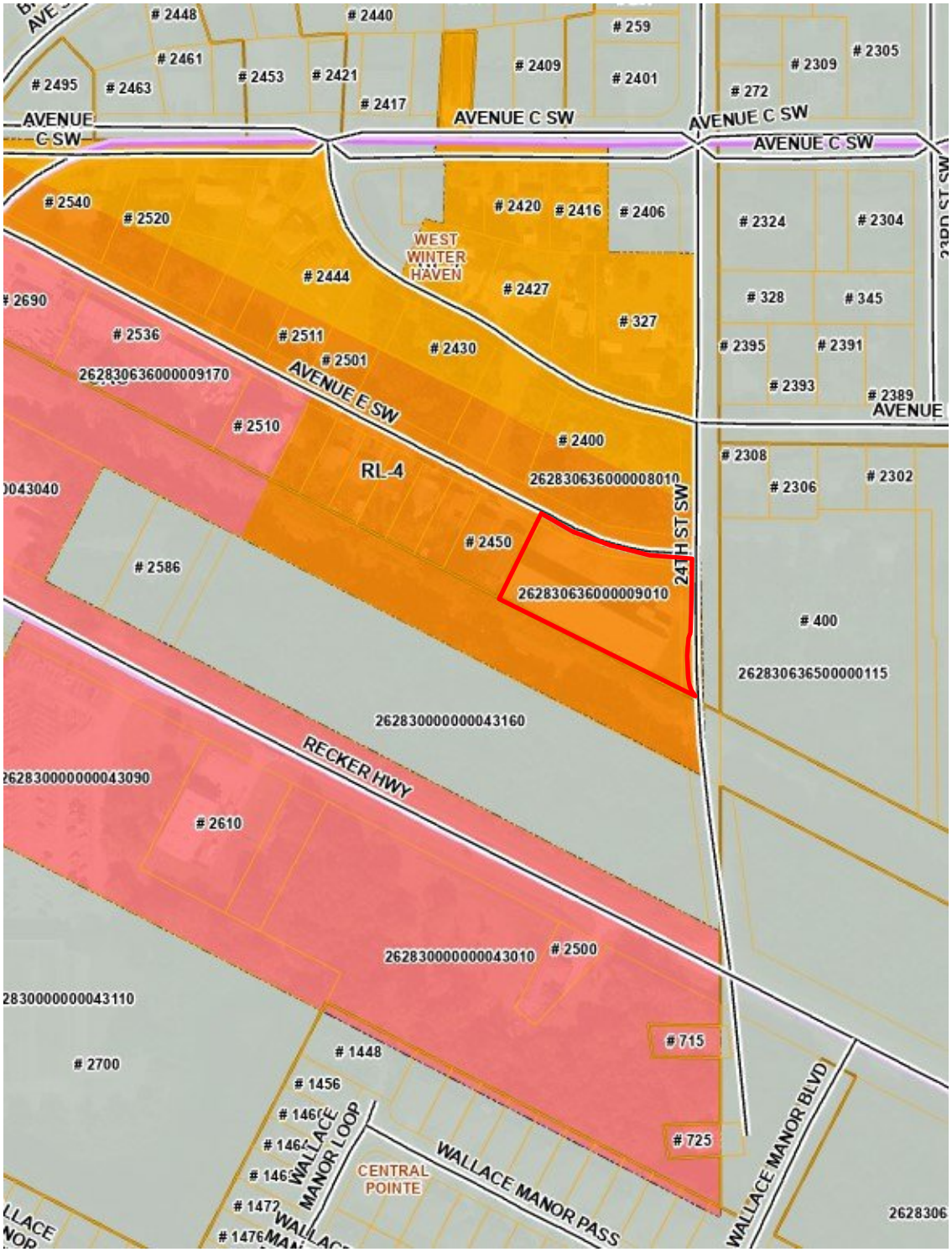
O-24-45 & O-24-46
Aerial Map



WINTER HAVEN
THE CHAIN OF LAKES CITY

The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the 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.

Polk County Land Use Map



ORDINANCE NO. O-24-46

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres.)

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

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

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

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 Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, as 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. All ordinances in conflict herewith are hereby repealed.

4. The 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. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-24-45; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 14th day of October, 2024.

PASSED on second reading this 28th day of October, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

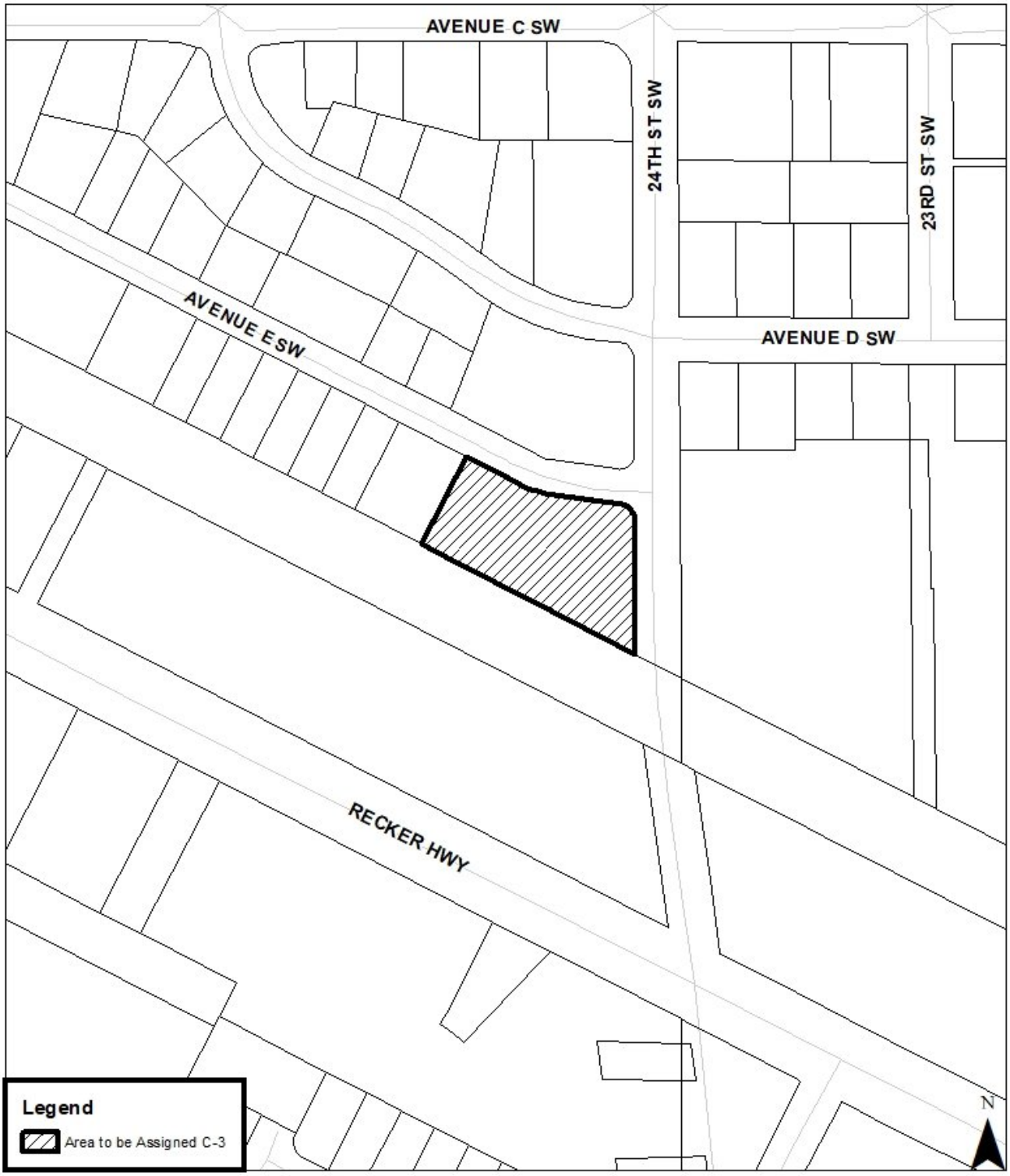
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


AVENUE C SW
24TH ST SW
23RD ST SW
AVENUE E SW
AVENUE D SW
RECKER HWY
Legend
Area to be Assigned C-3
N

DATE: September 4, 2024

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: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-47: Request by AdventHealth Polk North, Inc. to amend Planned Unit Development Ordinance O-22-54. General Location: 6945 Cypress Gardens Boulevard. The area covered by this request is 41.4± acres.

BACKGROUND

AdventHealth Polk North, Inc., petitioner, requests the City amend Planned Unit Development Ordinance O-22-54. The property subject to this request totals 41.4± acres, is generally located at 6945 Cypress Gardens Boulevard, and consists of an AdventHealth Emergency Department and the River Lake Shopping Center. In addition to the current developed uses, PD-22-54 allows for the future development of a hospital building and medical offices.

The petitioner proposes to amend Planned Unit Ordinance O-22-54 to address conditions related to signage for the property. The proposed modifications to the current PUD include:

- Increasing the number of monument signs;
- Increasing the total building signage square feet for the hospital and emergency department;
- Increasing the maximum building signage for each free-standing building; and
- Allowing for a spire sign for the emergency department.

SURROUNDING USES

Surrounding uses include River Lake and single-family residential to the north; multi-family residential to the east; Cypress Gardens Boulevard, the Reflections Subdivision, personal storage, and multi-family residential to the south; and vacant commercial land to the west.

INFRASTRUCTURE

As there are no proposed changes to the permitted uses and intensities, the maximum development potential is unchanged; therefore, there is no increase in potential infrastructure demands beyond what is currently allowed.

COMPREHENSIVE PLAN

The current adopted Future Land Uses on the property are Neighborhood Mixed Use Hub and Conservation. The requested PUD amendment is consistent with these Future Land Use designations.

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

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

This request is initiated by an application by a private party. In accordance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine 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 Economic Sustainability Strategic Pillar.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its September 3, 2024 regular meeting, voted to recommend approval of this request. Two (2) members of the public spoke expressing concerns about drainage issues in the River Lake area and light pollution.

CONCLUSION

Staff's review of the petitioner's request yields the following conclusions:

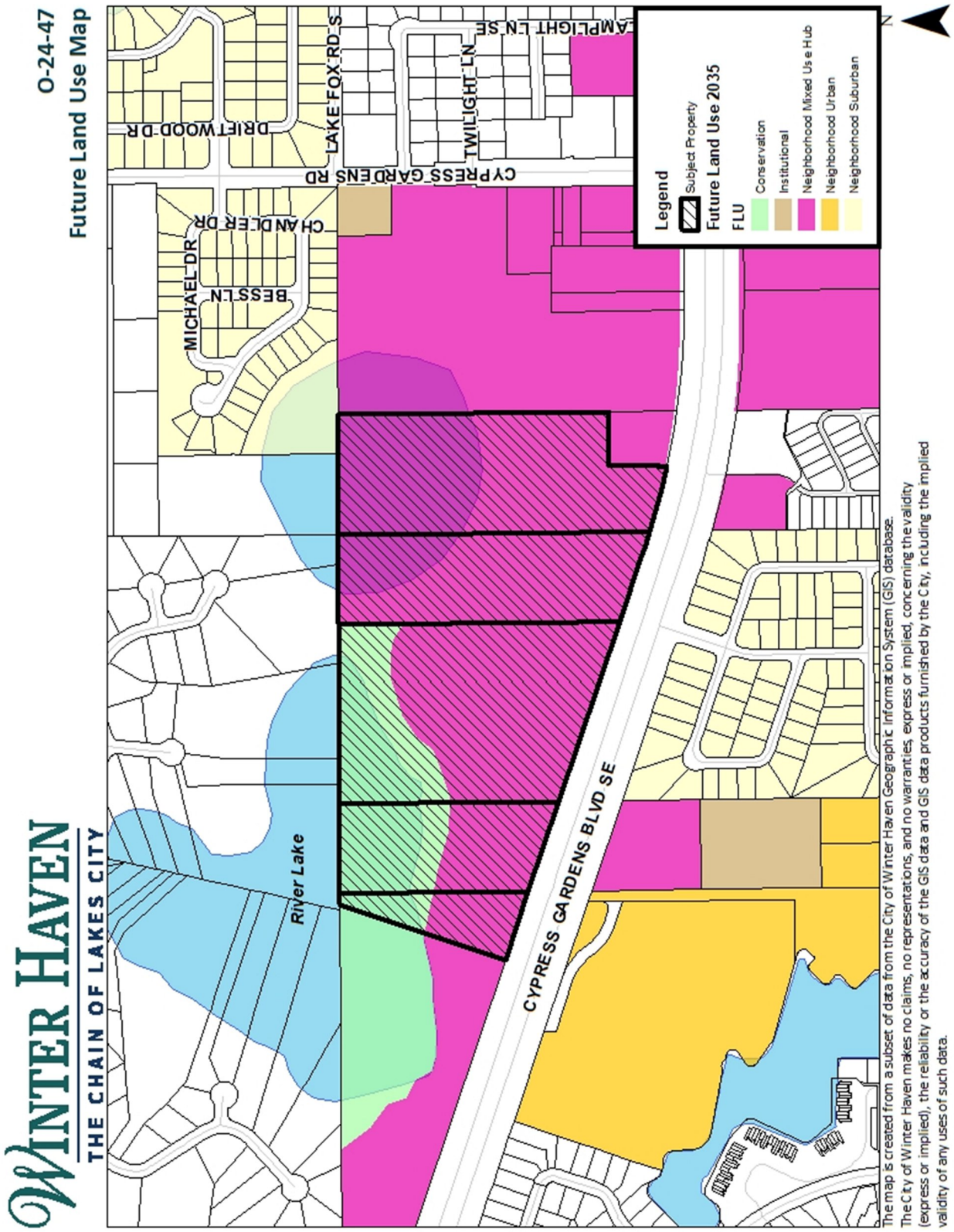
- The increase of monument signs based on the total parcel frontage and permitted access points on Cypress Gardens Boulevard is appropriate;
- Due to the proposed size of the hospital and medical campus on a parcel with 2,100± feet of frontage, the increase in permitted building signage will improve wayfinding at the hospital and throughout the medical campus; and
- Staff has included conditions related to the proposed spire sign to mitigate any impact from light to residential properties to the north.

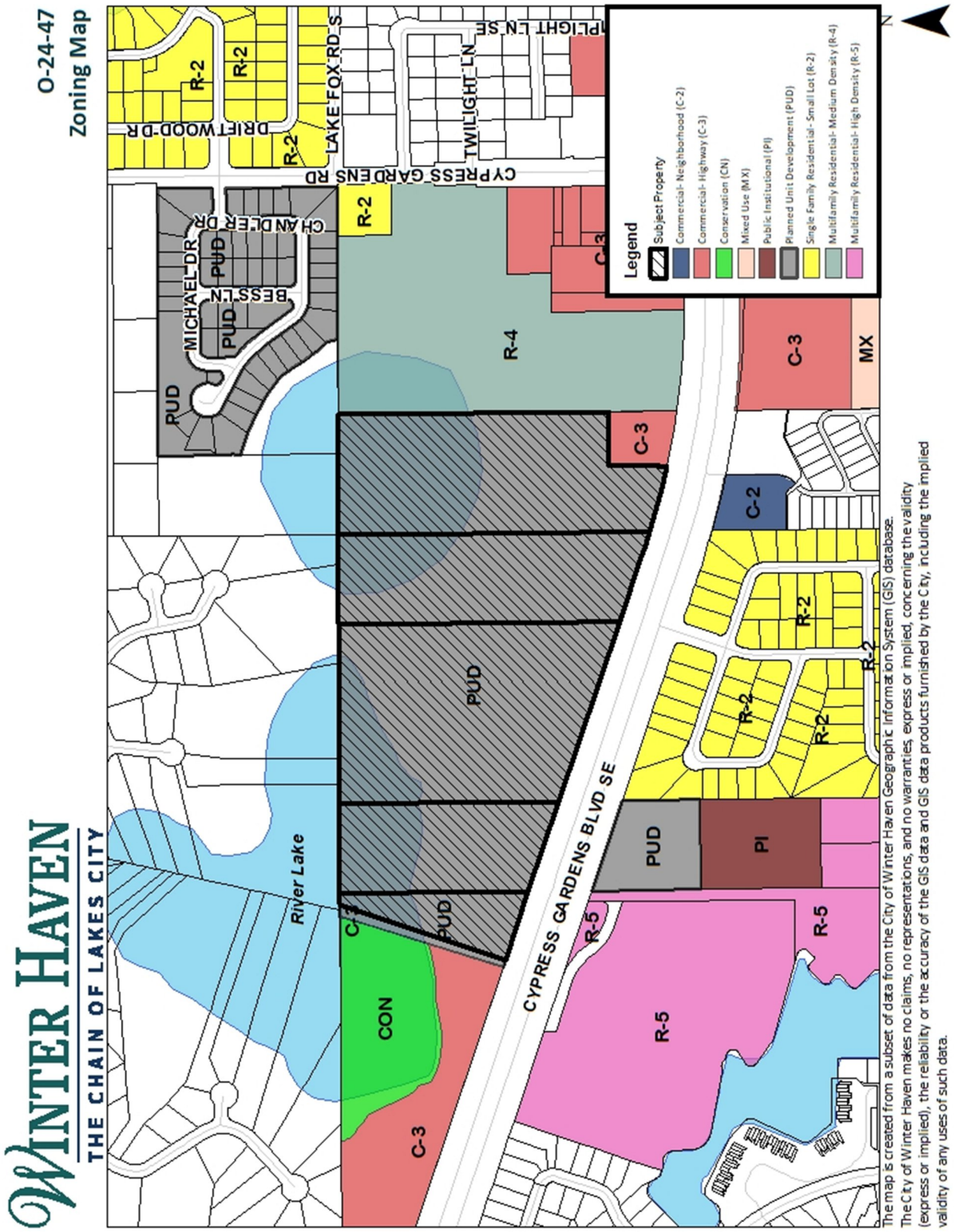
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-47.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-24-47


O-24-47
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Neighborhood Mixed Use Hub
Neighborhood Urban
Neighborhood Suburban
CYPRESS GARDENS BLVD SE
CYPRESS GARDENS RD
LAKE FOX RD S
TWILIGHT LN
DRIFTWOOD DR
CHANDLER DR
MICHAEL DR
BESS LN
River Lake
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-24-47
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Commercial- Neighborhood (C-2)
Commercial- Highway (C-3)
Conservation (CN)
Mixed Use (MX)
Public Institutional (PI)
Planned Unit Development (PUD)
Single Family Residential- Small Lot (R-2)
Multifamily Residential- Medium Density (R-4)
Multifamily Residential- High Density (R-5)
CYPRESS GARDENS BLVD SE
CYPRESS GARDENS RD
LAKE FOX RD S
TWILIGHT LN
TWILIGHT LN SE
DRIFTWOOD DR
CHANDLER DR
MICHAEL DR
BESS LN
River Lake
R-2
R-4
R-5
C-2
C-3
MX
PI
PUD
CON
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-24-47
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
DRIFTWOOD DR
LAKE FOX RD S
TWILIGHT LN
LAMPLIGHT LN SE
CYPRESS GARDENS RD
CHANDLER DR
MICHAEL DR
BESS LN
CYPRESS GARDENS BLVD SE
Legend
Subject Property
N
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-24-47

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING PLANNED UNIT DEVELOPMENT ORDINANCE O-22-54; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 6945 Cypress Gardens Boulevard. The area covered by this request is 41.4± acres.)

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

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

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2035 Winter Haven Comprehensive Plan, and;

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 Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-22-54 on land as further depicted in Exhibit "A" attached hereto and made a part of this Ordinance.

2. The amendment to Planned Unit Development Ordinance O-22-54 shall be subject to the following conditions:

Deleted Text is ~~Stricken Through~~. New Text is Underlined.

A. Uses shall be limited to a medical campus consisting of a hospital with an emergency department, medical offices with ancillary facilities, and a medical helipad.

B. Building Standards.

1. Principal structures shall adhere to the following development standards.

Standard		Requirement
Setbacks	Front	Minimum 25 feet
	Side	Minimum 5 feet
	Rear	Minimum 10 feet
	River Lake	Minimum 40 feet from the highwater mark of 141.60 feet elevation

Building Height	Hospital	Maximum 85 feet
	Other Buildings	Maximum 65 feet
Building Separation		Minimum 15 feet
Impervious Surface Area		Maximum 60 percent

C. Design Standards.

1. Buildings shall adhere to the following design standards:

   a. The exterior facades of all enclosed buildings shall consist of either: concrete, stucco, split-face masonry, brick, or vinyl/masonry siding mimicking wood siding.

   b. The use of building mounted floodlights shall be prohibited. Exterior building-mounted lights shall be limited to those fixtures designed to focus light downward.

D. Landscaping and buffering.

1. A minimum 7.5-foot wide buffer shall be installed along Cypress Gardens Boulevard. The buffer shall contain, at a minimum, the following elements:

Type	Requirement
Understory Tree	Minimum 6 per 100 linear feet
Large Shrub	Minimum 15 per 100 linear feet

   a. Required shrubs may be planted in clusters within the buffer.

2. A minimum 15-foot wide buffer shall be installed along the northern and eastern boundaries. The buffer shall contain, at a minimum, the following elements:

Type	Requirement
Overstory Tree	Minimum 5 per 100 linear feet
Understory Tree	Minimum 6 per 100 linear feet

   a. Required shrubs may be planted in clusters within the buffer.

   b. The buffers shall remain outside of the conservation/wetlands area.

3. Tree canopy coverage of parking and driveway areas.

   The developer shall install and maintain tree canopy coverage equal to 40 percent of impervious driveway and parking areas on site. Tree canopy coverage shall be achieved through the use of a variety of at least 4 different species of trees selected from the table below.

Permitted Tree		Canopy Credit
Common Name	Botanical Name	
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminate	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet
Florida elm	Ulmus americana var. floridana	700 square feet
Winged elm	Ulmas alata	700 square feet
Crape myrtle	Lagerstroemia indica	125 square feet
Tabebuia	Tabebuia chrysotricha Tabebuia heptaphylla Tabebuia impetiginosa	500 square feet
Longleaf pine	Pinus palustris	500 square feet
Slash pine	Pinus elliottii	500 square feet
Sand pine	Pinus clausa	500 square feet
Bald cypress	Taxodium distichum	500 square feet
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminate	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet

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

E. Transportation.

1. A cross-access stub-out shall be provided to adjacent parcels to the west and east of the development to create future connections.

2. A minimum 6-foot sidewalk shall be installed along the development's frontage with Cypress Gardens Boulevard.

3. Minimum 5-foot sidewalks shall connect the buildings with the cross access stub-outs to the west and east and to the 6-foot sidewalk along Cypress Gardens Boulevard.

4. The developer, upon submission of construction site plans for each phase of development, shall submit a traffic study of the development's impact on Cypress Gardens Boulevard. The developer shall be responsible for addressing any improvements identified by the traffic study.

F. Signage.

1. Ground Signs.

a. The development shall be limited to ~~three (3)~~ four (4) monument signs.

b. Each monument sign structure shall not exceed 15 feet in height or 150 square feet in area.

c. Sign copy for each monument sign structure shall not exceed 100 square feet.

d. All ground signs shall maintain a minimum separation from each other of 200 feet.

e. Signs directing traffic movement within the premises, not exceeding twelve (12) square feet in area for each sign structure, shall be exempted from Conditions F.1.a. and F.1.d. of this Ordinance.

2. Building Signs.

a. All exterior building mounted signage for the hospital and emergency department shall not exceed a total of ~~300~~ 600 square feet.

b. Exterior building mounted signage for each free-standing building, other than the hospital and emergency department, shall be permitted at a ratio of ~~1.5~~ 2 square foot per linear foot of building frontage along Cypress Gardens Boulevard; however, signage for a single building shall not exceed a maximum of ~~100~~ 200 square feet.

c. Building mounted signage may only be placed on the front and side elevations of the building.

d. Building signs setback more than 200 feet from Cypress Gardens Boulevard may increase their maximum wall signage by 25% above the maximum amount permitted.

e. One spire sign may be placed on the emergency department building. This sign shall not exceed 50 square feet in area. To prevent any possible light shed on properties to the north, an opaque screening shall be placed on the northern side of the sign. Additionally, the sign shall be generally consistent with the attached architectural rendering in Exhibit "C".

3. Electronic Message Center Signs. Electronic Message Center signs shall only be permitted when it is included as part of a standard static monument sign. Electronic Message Center signs shall be limited to a maximum of 33 percent of the total sign copy area of the sign structure within which it is located. Electronic Message Center signs shall not be animated and shall not change messages more frequently than once every 5 seconds.

4. Directional signs up to 3 square feet in area and window signs not exceeding 33 percent of the building's window area shall be exempt from the above maximum sign area limitations.

G. All development shall be consistent with the attached conceptual plan in Exhibit "B"; however, deviation from the conceptual site plan, including changes which may impact specific interior lot configuration, to address safety, design, technical, wetland, or permitting issues identified

during formal site plan review may be permitted without a PUD amendment. The shown layout is for illustrative purposes.

H. Where not specifically addressed in this Planning Unit Development, standards and regulations for the C-3 zoning district shall be followed.

I. If development of the medical campus permitted under Condition "A" of this Planned Unit Development has not started within two (2) years of the adoption of this ordinance, the permitted uses shall be expanded to allow any use permitted in the Commercial- Highway (C-3) zoning district, or its successor zoning district, except the following uses: sales, repairs, and/or servicing of automobiles, boats, and/or recreational vehicles; nursery; cemetery; and stand-alone parking lot.

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

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

4. The 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. All ordinances in conflict herewith are hereby repealed.

6. This Ordinance shall be effective immediately; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 14th day of October, 2024.

PASSED on second reading this 28th day of October, 2024.

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"

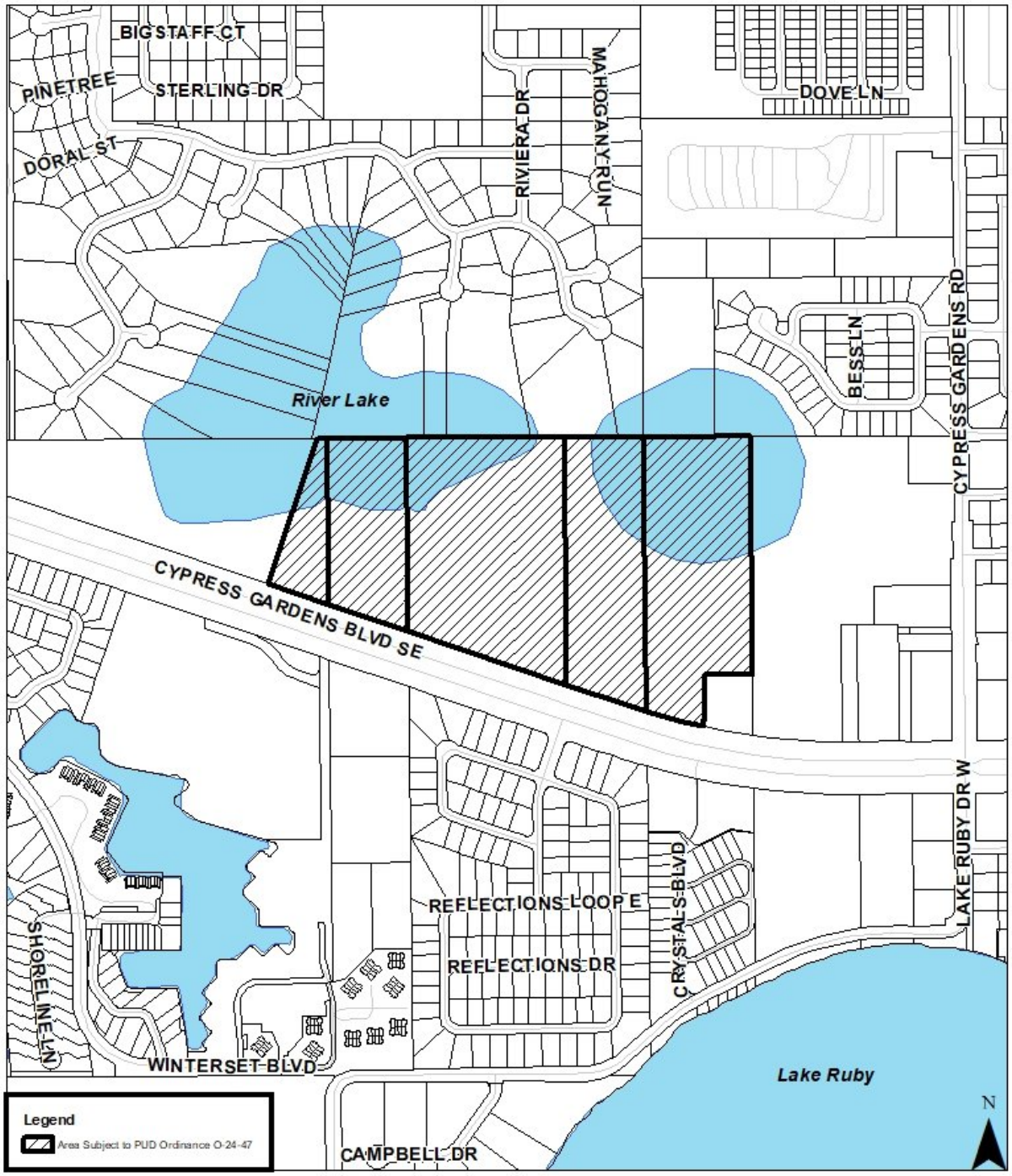


Exhibit "B"
Conceptual Plan

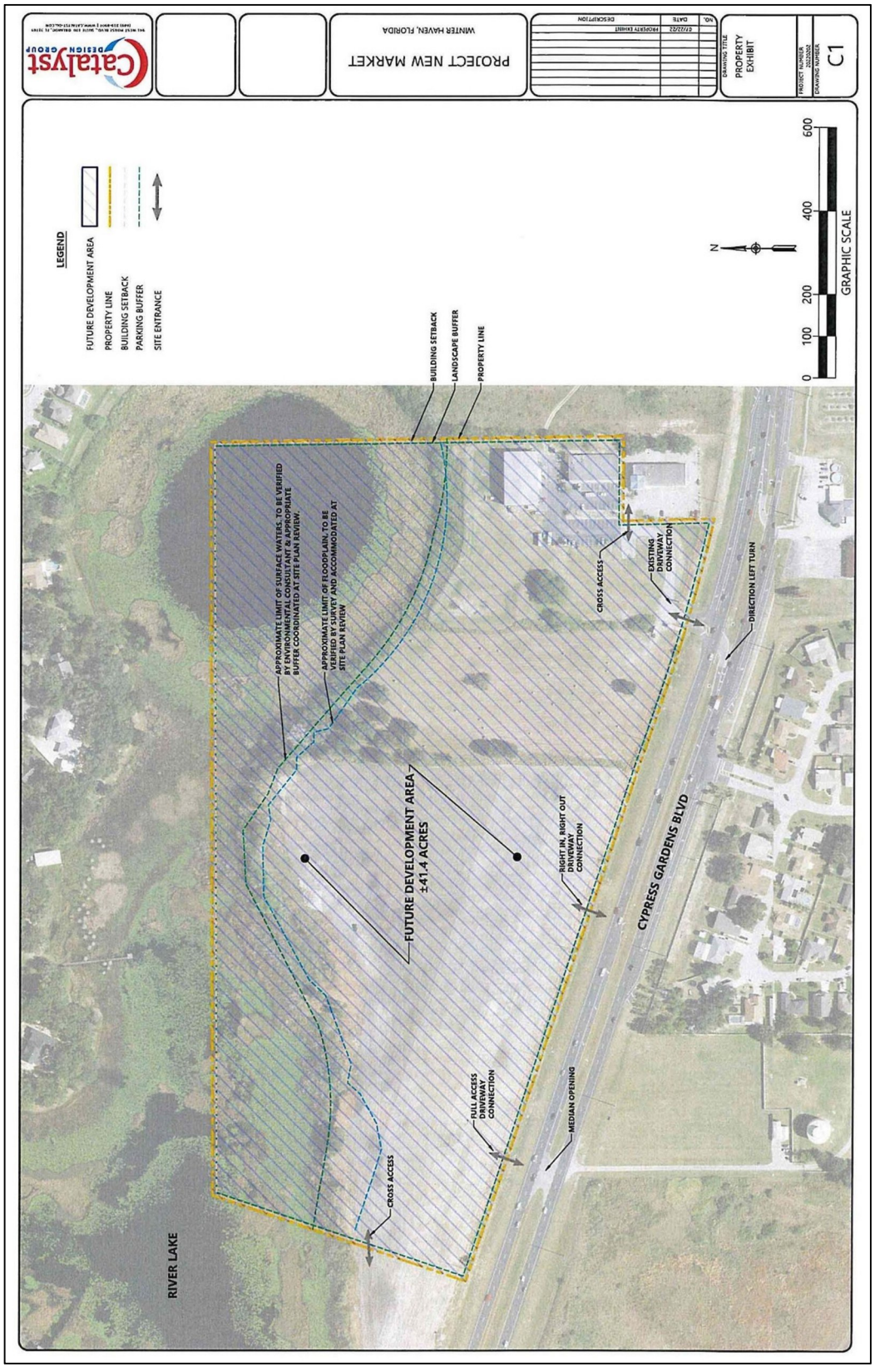
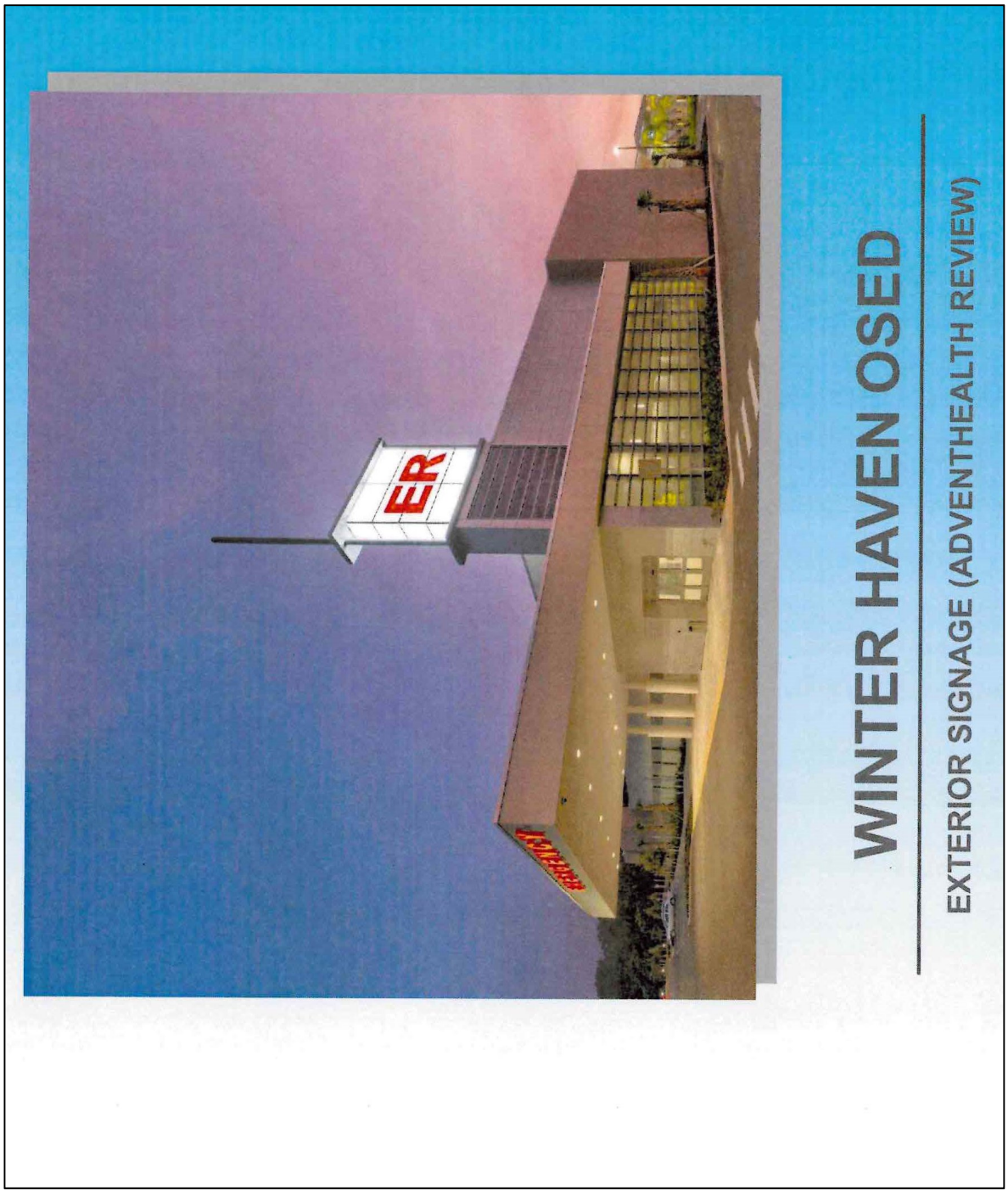


Exhibit “C”
Architectural Rendering



DATE: September 11, 2024

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: Heather Reuter, Senior Planner

SUBJECT: Case Number P-24-01-C: Request by Harold R. Baxter and HRB Industrial Park, LLC for Conditional Use Approval for airports/aviation uses in the Industrial- Light (I-1) zoning district. General Location: 4900 Dundee Road. The area covered by this request is 4.24± acres.

BACKGROUND

Harold R. Baxter and HRB Industrial Park, LLC, petitioner, requests Conditional Use Approval for airports/aviation uses located in the Industrial- Light (I-1) zoning district. The subject property, totaling 4.24± acres, is located at 4900 Dundee Road, and contains a 3,314-square foot office, 4,000-square foot warehouse, and a 5,100-square foot shell building. The petitioner proposes to add a heliport to the property for landings, take-offs, and storage of a helicopter.

The proposed hours of operation are from 8 a.m. to 5 p.m. The petitioner states no additional employees will be needed with the addition of the heliport to the property. As the heliport will be an accessory use to the existing uses on the property, additional impacts to public infrastructure are expected to be little to none.

SURROUNDING USES

The subject parcel is located on Dundee Road which is a mixed use corridor with a mixture of industrial, commercial, and residential. Notable uses in close proximity to the subject property include vacant pasture land to the north across Dundee Road; industrial and agricultural uses to the west; auto sales and vacant commercial property to the east; and common area tracts containing wetlands and drainage for the Whispering Trails subdivision to the south across Highway 550.

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

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

This is a request initiated by an application by a private party. In accordance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), requests initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use request 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 Economic Sustainability Strategic Pillar.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its September 3, 2024 regular meeting, voted three to two (3-2) to recommend approval of this request. Four (4) members of the public spoke in opposition of the request with concerns related to noise and safety.

CONCLUSION

Staff's review of this request yields the following conclusions:

- The added use of a heliport to this industrial site is expected to have minimal impacts to public infrastructure; and
- The petitioner's request is consistent with the mixed use character of the Dundee Road corridor and the existing industrial designations on the property; and
- Staff has provided proposed conditions to limit the impact to the residential uses in the vicinity of the subject property.

RECOMMENDATION

Staff recommends the City Commission approve this request subject to the following conditions:

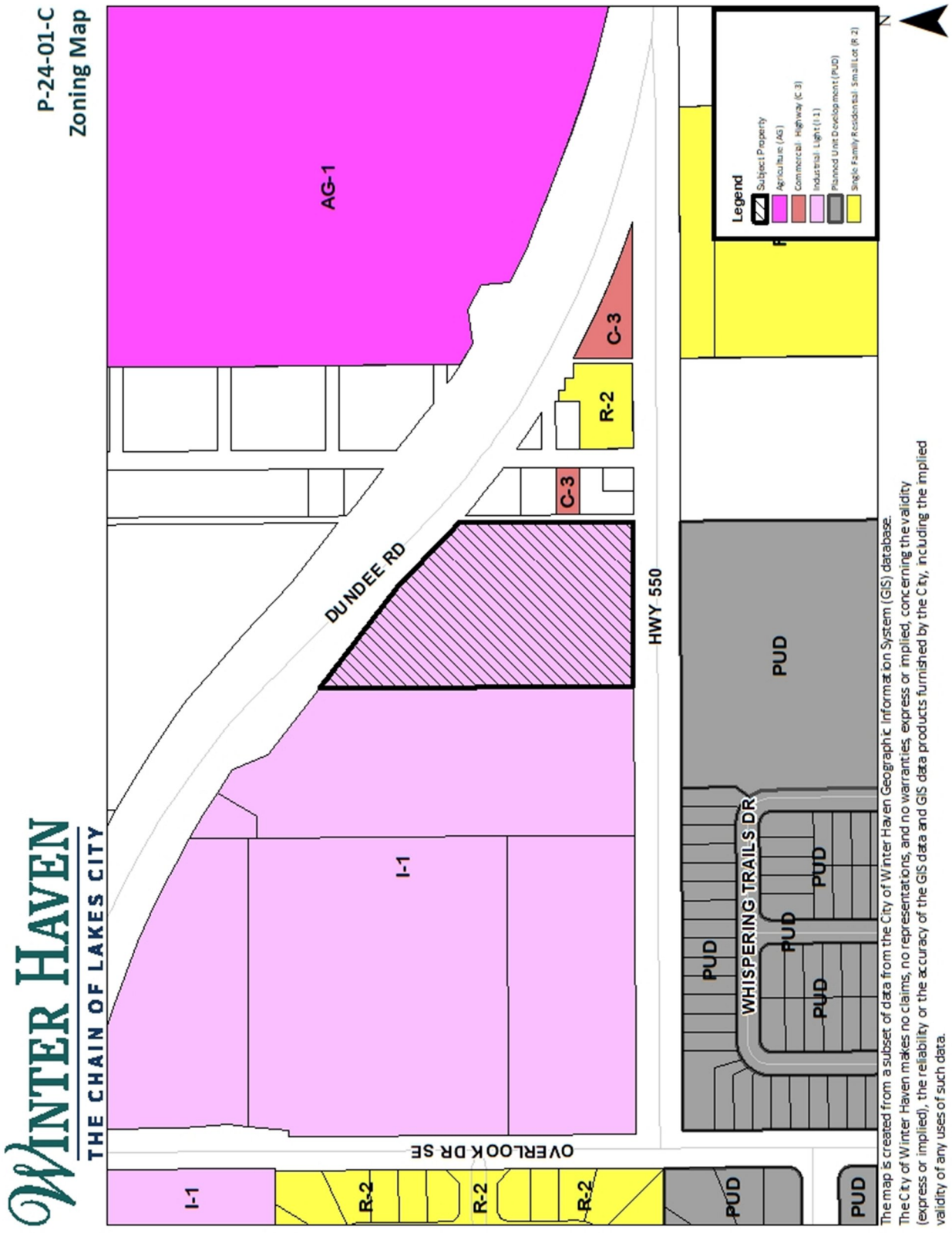
1. The site shall be limited to the storage and flights of one helicopter. No other aviation uses shall be permitted.
2. The proposed landing area for the helicopter shall be constructed of a hard surface material.
3. Take-offs and landings of the helicopter shall be limited to the hours from dawn to dusk.

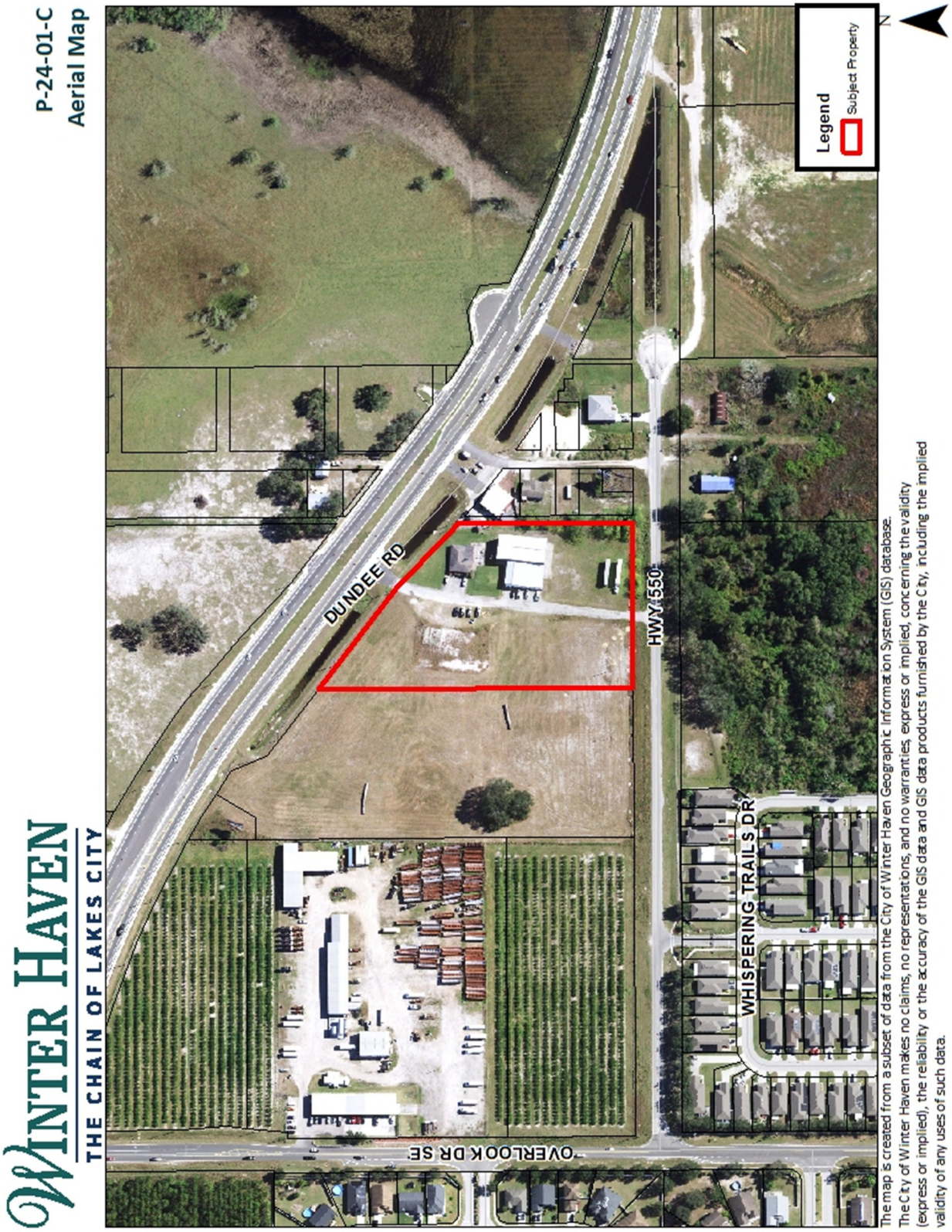
4. The petitioner shall be permitted through all required Federal, State, and local agencies for use of the property as a heliport.

5. A site plan shall be submitted and approved for addition of the heliport, and all required improvements shall be made, prior to the occupancy and operation of the heliport.

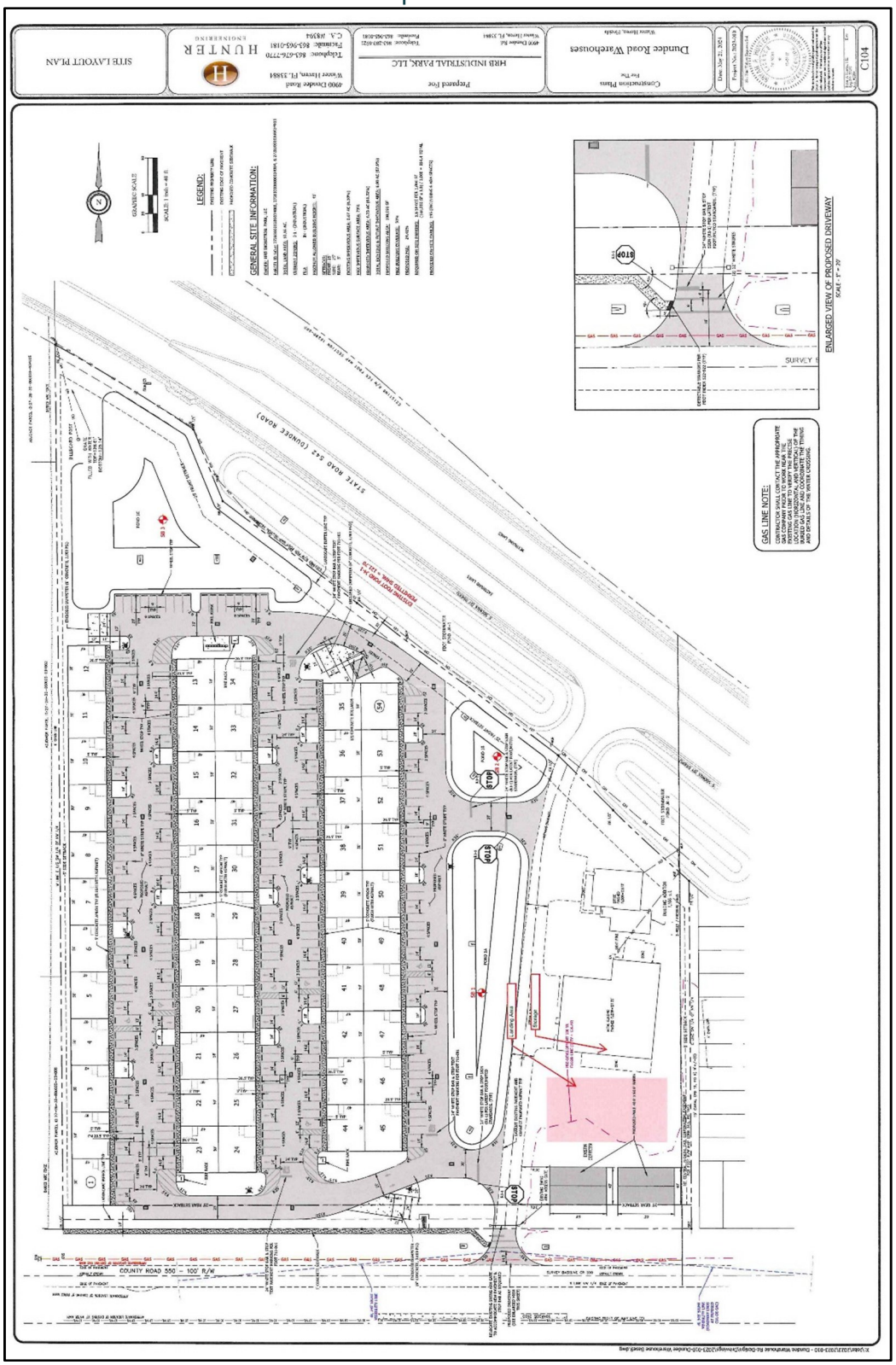
ATTACHMENTS

- Zoning Map
- Aerial Map
- Conceptual Site Plan
- P-24-01-C Order


P-24-01-C
Zoning Map
AG-1
C-3
R-2
C-3
DUNDEE RD
HWY 550
I-1
PUD
WHISPERING TRAILS DR
PUD
PUD
PUD
PUD
OVERLOOK DR SE
I-1
R-2
R-2
R-2
PUD
PUD
Legend
Subject Property
Agriculture (AG)
Commercial Highway (C-3)
Industrial Light (I-1)
Planned Unit Development (PUD)
Single Family Residential Small Lot (R-2)
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the 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.


P-24-01-C
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
N
DUNDEE RD
HWY 550
WHISPERING TRAILS DR
OVERLOOK DR SE
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.

Conceptual Site Plan



IN AND FOR THE CITY OF WINTER HAVEN, FLORIDA
BEFORE THE CITY COMMISSION

CASE NUMBER: P-24-01-C
IN RE: APPLICATION OF:
HAROLD R. BAXTER AND HRB INDUSTRIAL PARK, LLC

GENERAL LOCATION: 4900 DUNDEE ROAD

PARCEL: 272830 000000 034004

(Request by Harold R. Baxter and HRB Industrial Park, LLC for Conditional Use Approval for airports/aviation uses in the Industrial- Light (I-1) zoning district. General Location: 4900 Dundee Road. The area covered by this request is 4.24± acres.)

ORDER APPROVING AN APPLICATION FOR AIRPORTS/AVIATION USES

On October 14, 2024, this case came before the City Commission of the City of Winter Haven on the application of Harold R. Baxter and HRB Industrial Park, LLC ("Applicant") for a public hearing on the following matter:

> §21-32, Table 21-32(A), Table of Land Uses, Code of Ordinances of the City of Winter Haven ("WHC") regarding allowance of Airports/Aviation Uses as a Conditional Use in the Industrial- Light (I-1) zoning district.

A quorum of the City Commission being present as required and voting in favor of APPROVAL as required by §21-463(f), WHC, the City Commission does hereby make the following factual and legal findings in support thereof, pursuant to §21-404, WHC and Chapter 163, Florida Statutes:

I. Applicant has requested approval to develop airport/aviation uses generally located at 4900 Dundee Road, such parcel being depicted more particularly on Exhibit "A" attached hereto and incorporated herein ("Subject Property"). See Application File, Case No. P-24-01-C.

II. Notice of the September 3, 2024 meeting of the Planning Commission and public hearing on the Applicant's request in front of the Planning Commission was advertised in the *Winter Haven Sun* as required by law. Further, all necessary signage was posted on the Subject Property; and public notice was mailed to all parcels located within 500 feet of the Subject Property.

III. In accordance with §21-406, WHC, the Planning Commission shall review and provide a recommendation to the City Commission for any conditional use. The Planning Commission reviewed and evaluated the conditional use request with specific regard to the Comprehensive Plan, applicable City Codes, and the advisory recommendations of City staff. In accordance with §21-406(d), WHC, the Planning Commission provided a recommendation of approval subject to conditions.

IV. Based on the Planning Commission's recommendation, the evidence, testimony, exhibits, comments of public officials and agencies, comments from the Applicant and all other interested parties, the City Commission finds at this public hearing:

(a) That public notice of the Commission's meeting date and hearing was provided as required by law;

(b) That the public hearing before the City Commission was extensive and complete, and all pertinent facts, matters, and issues were submitted and that all interested parties were heard as to all issues;

(c) That the City Commission's consideration of this Application constitutes its consideration of a Conditional Use request for airports/aviation uses, pursuant to §21-32 and §21-402 through §21-406, WHC;

(d) That the Applicant may use the subject property as an airport/aviation uses, subject to the Applicant obtaining approval by the City's Economic Opportunity and Community Investment Director of a site development plan that complies with all requirements set forth in §21-402 through 21-406 WHC and other City Codes as applicable.

(e) That competent, substantial evidence was submitted to the City Commission during its public hearing reasonably showing that the proposed location of the Applicant's airport/aviation uses will not have significant adverse effects on the character, use, appearance and enjoyment of other nearby properties, neighborhoods, or the City as a whole and is consistent with the City's 2035 Comprehensive Plan.

V. The Mayor is authorized to execute this ORDER OF APPROVAL and cause the same to be filed with the appropriate officials of the City of Winter Haven.

Therefore, it is ORDERED by the City Commission of the City of Winter Haven that the application filed in this case be APPROVED subject to the following conditions:

1. The site shall be limited to the storage and flights of one helicopter. No other aviation uses shall be permitted.

2. The proposed landing area for the helicopter shall be constructed of a hard surface material.

3. Take-offs and landings of the helicopter shall be limited to the hours from dawn to dusk.

4. The petitioner shall be permitted through all required Federal, State, and local agencies for use of the property as a heliport.

5. A site plan shall be submitted and approved for addition of the heliport, and all required improvements shall be made, prior to the occupancy and operation of the heliport.

6. Violation of any of the above conditions and matters set forth in this Order shall be deemed a violation of the WHC and may result in a revocation of the conditional use granted herein, in addition to any other remedy for such violation provided in the WHC.

DONE AND ORDERED by the City Commission of the City of Winter Haven, Florida this 14th Day of October, 2024.

CITY OF WINTER HAVEN, FLORIDA

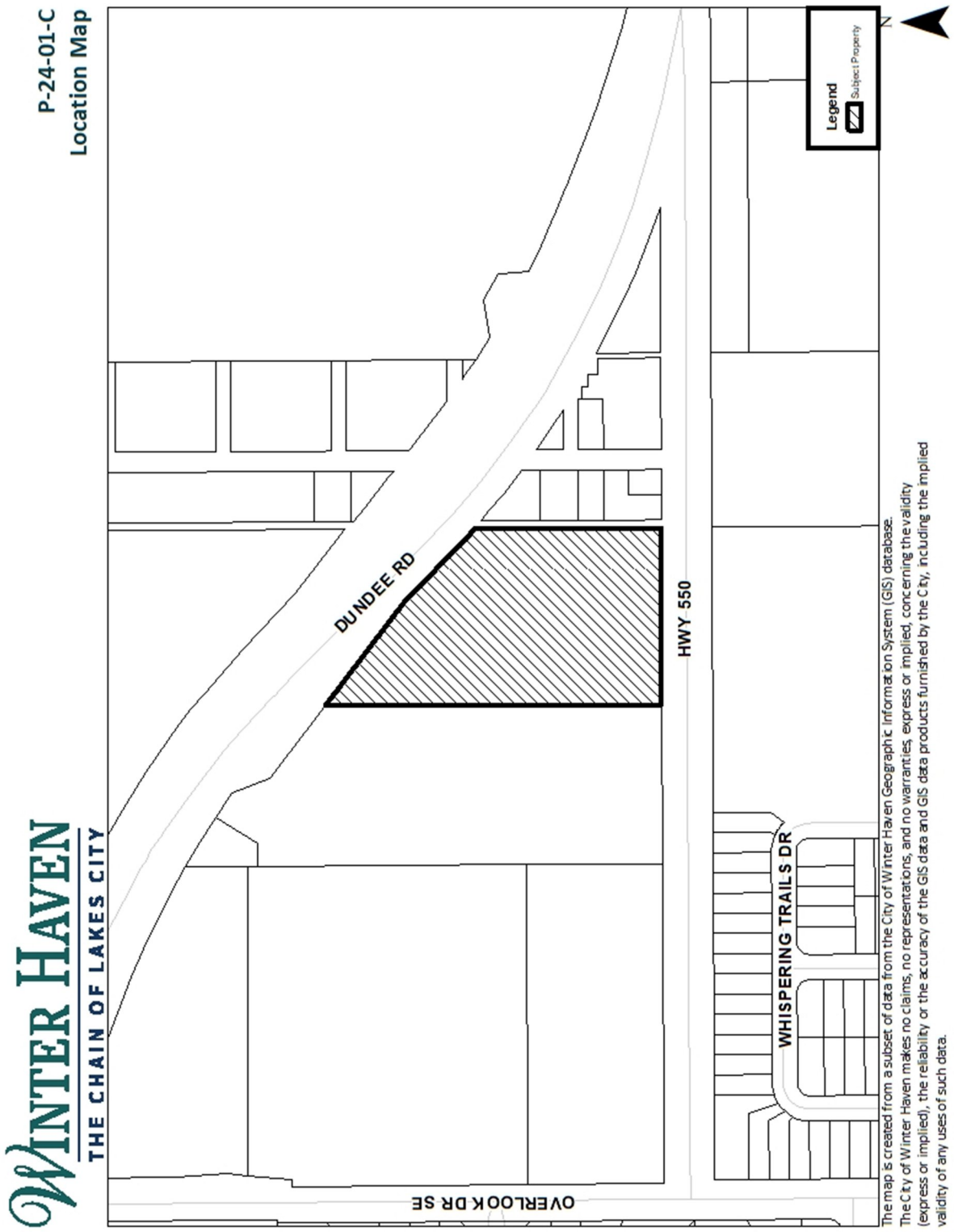
_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST

_____
CITY CLERK
Vanessa Castillo, MMC

APPROVED AS TO FORM:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.


P-24-01-C
Location Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
DUNDEE RD
HWY 550
WHISPERING TRAILS DR
OVERLOOK DR SE
Legend
Subject Property
N
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.